PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael Svoboda	07/29/2011

RECEIVING PARTY DATA

Name:	GBS Enterprises, LLC			
Street Address:	2100 McKinney Ave., Ste. 1501			
City:	Dallas			
State/Country:	TEXAS			
Postal Code:	75201			

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12590062

CORRESPONDENCE DATA

Fax Number: (214)756-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-740-8113

Email: sritchie@lockelord.com

Correspondent Name: Robin Barnes

2200 Ross Ave., Ste. 2200 Address Line 1: Address Line 4: Dallas, TEXAS 75201

050902900034 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Robin Barnes

Total Attachments: 4

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REEL: 026751 FRAME: 0151

PATENT

501626588

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is effective as of the 29th day of July, 2011, by Michael Svoboda, an individual resident of Texas ("<u>Assignor</u>"), to GBS Enterprises, LLC, a Delaware limited liability company ("<u>Assignee</u>"), with its place of business at 2100 McKinney Avenue, Suite 1501, Dallas, Texas 75201.

WHEREAS, Assignor is the owner of all right, title and interest in the patent application listed on Schedule A attached hereto (the "Patent");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of July 29, 2011, whereby Assignor is required to assign the Patent to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Patent.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

- 1. Grant, sell, assign, transfer and convey to Assignee, (i) all right, title, and interest in, to and under the Patent throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any applicable foreign country's law, or international convention, and including any and all inventions described therein, and all reissues, reexaminations, renewals, substitutes and extensions of any of the foregoing, and (ii) all rights to sue for infringement of the Patent, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the said Assignee, its successors, assigns and other legal representatives, from and after the date herein above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon the Patent, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
- 3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas.
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[Signature page follows.]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:

ASSIGNEE:

GBS ENTERPRISES, LLC, a Delaware limited liability company

By: Name: Rick Baldwin
Title: Vice President

STATE OF TEXAS

ss.:

COUNTY OF Dallas

On this 38 day of July, 2011, before me personally appeared the above named Michael Svoboda, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Notary Public

My Commission Expires:



IN WITNESS WHEREOR of the date first above write		and Ass	signee hav	ve executed this Assignment as follows, effective as
ASSIGNOR:				ASSIGNEE:
Michael Svoboda				GBS ENTERPRISES, LLC, a Delaware limited liability company By: Name: Rick Baldwin Title: Vice President
STATE OF))	ss.:	
to me personally known a	s the indiv	idual wh	o execute	onally appeared the above named Michael Svoboda, ed the foregoing instrument, who acknowledged to be purpose therein set forth.
				Notary Public

My Commission Expires:

PATENT REEL: 026751 FRAME: 0154

SCHEDULE A

PATENTS

Patent Title	Application Number	Status
Mattress Encasement	12/590,062	Pending: Final rejection mailed 6/14/2011.

DAL:0509029/00034:2032528v1

PATENT REEL: 026751 FRAME: 0155

RECORDED: 08/15/2011