501795522 01/24/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RICHARD F. GLADNEY	01/20/2009
COREY WESTERMAN	01/20/2009
MICHAEL S. DEFRANKS	01/20/2009

RECEIVING PARTY DATA

Name:	DREAMWELL, LTD.
Street Address:	2215-B RENAISSANCE DRIVE
Internal Address:	SUITE 12
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89119

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13354571	

CORRESPONDENCE DATA

Fax Number: (404)607-9981 Phone: 4046079991

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Cantor Colburn LLP
Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: Suite 2050

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Peter R. Hagerty

Total Attachments: 3 source=6689518#page1.tif source=6689518#page2.tif source=6689518#page3.tif

> PATENT REEL: 027580 FRAME: 0355

OP \$40.00 13354571

ASSIGNMENT

WHEREAS, we, Richard F. Gladney, Corey Westerman and Michael S. DeFranks, have invented a certain improvement in MATTRESS OR MATTRESS PAD WITH GEL SECTION described in an application for Letters Patent of the United States, the specification of which:

[]	is being executed on even date herewith; and is about to be filed in the United States Patent Office;	
[X]		was filed as a national stage filing on December 21 , 2007 under 35 U.S.C. 371 of International Application PCT/US2007/008419 , filed on April 3 , 2007 , and assigned U.S. Patent Application No. 11/922,739 ;	
[1	was patented under U.S. Patent No on	

WHEREAS, Dreamwell, Ltd. (hereinafter "ASSIGNEE"), a limited liability company organized and existing under the laws of the State of Nevada, having principal offices at 2215-B Renaissance Drive, Las Vegas, Nevada 89119 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said application; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment,

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being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seal(s) the date set forth below.

	nature: Tachard F. Gladney
State of Georgia)	7
County of Change (
personally appeared Richard F. Gladney, p	, 2009, before me, the undersigned notary public, roved to me through satisfactory evidence of
identification, which was signed on the preceding or attached document	to be the person whose name is
	^
OFFICIAL SEAL Caroline Crabtree Notary Public, Georiga Gwinnett County, Georiga My Commission Expires June 29, 2012	Notary Public Calottee
	
My commission expires	

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Corey Westerman
State of Geogra County of Gwinnett On this 20th day of, 2009, before me, the undersigned notary public personally appeared Corey Westerman, proved to me through satisfactory evidence of identification, which was, to be the person whose name is signed on the preceding or attached document in my presence.
OFFICIAL SEAL Caroline Crabtree Notary Public, Georgia Gunnett County, Georgia My Commission Expires My commission expires
Inventor's Signature Michael S. DeFranks
State of Georgia) County of Gwionett) On this 20 day of January , 2009, before me, the undersigned notary public personally appeared Michael S. DeFranks, proved to me through satisfactory evidence of identification, which was, to be the person whose name is signed on the preceding or attached document in my presence.
OFFICIAL SEAL Caroline Crabine Notary Public George My Commission Expires June 29, 2018 On June Crab Tele Notary Public
My commission expires

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RECORDED: 01/24/2012