

Form PTO-1595 (Rev. 03-11)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

**Louisville Bedding Company**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s): May 24, 2013

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Hollander Home Fashions, LLC

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

**6501 Congress Avenue  
Suite 300**

City: Boca Raton

State: Florida

Country: United States Zip: 33487

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

**5271112**

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: **William A. Di Bianca  
Lerner, David, Littenberg, Krumholz &  
Mentlik, LLP**

Internal Address: Atty. Dkt.: **HOLLAND 3.1-028**

Street Address: **600 South Avenue West**

City: Westfield,

State: NJ Zip: 07090

Phone Number: 908-654-5000

Fax Number: 908-654-7866

Email Address: ataylor@ldlkm.com

### 6. Total number of applications and patents involved:

**1**

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$

**40.00**

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 12-1095

Authorized User Name William A. Di Bianca

### 9. Signature:



Signature

**William A. Di Bianca - 58,653**

Name of Person Signing

**June 5, 2013**

Date

Total number of pages including cover sheet, attachments, and documents:

**6**

CH \$40.00 121095 527111

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**EXHIBIT D****EXECUTION VERSION****PATENT ASSIGNMENT**

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and entered into as of May 24, 2013 ("Effective Date") by and between **Louisville Bedding Company**, a Delaware corporation, with its principal office at 10400 Bunsen Way, Louisville, Kentucky 40299 ("Assignor"), and **Hollander Home Fashions, LLC**, a Delaware limited liability company, with its principal office at 6501 Congress Avenue, Suite 300, Boca Raton, Florida 33487 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 22, 2013 (the "Asset Purchase Agreement"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications identified and set forth on the Schedule attached hereto (the "Patents").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the

execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

\* \* \* \* \*

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed  
by their duly authorized representatives as of the Effective Date.

**HOLLANDER HOME FASHIONS, LLC**

By: Chris Baker  
Name: Chris Baker  
Title: Chief Executive Officer

*Louisville Bedding Patent Assignment*

**LOUISVILLE BEDDING COMPANY**

By: 

Name: Stephen J. Elias

Title: Chairman and Chief Executive Officer

*Louisville Bedding Patent Assignment*

**PATENT**

**REEL: 030619 FRAME: 0443**

**SCHEDULE****PATENTS AND PATENT APPLICATIONS**

Patent Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
Elastic bed ruffle	U.S.	08/060646 5/13/1993	—	5271112 12/21/1993