PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:			NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT					
CONVEYING PARTY DATA								
N			lame	Execution Date				
GLOBAL TEXTILE ALLIANCE, INC. 02/03/2014								
RECEIVING PARTY DATA								
Name:	TEMPUR-PE	TEMPUR-PEDIC MANAGEMENT, LLC						
Street Address:	1000 TEMPU	1000 TEMPUR WAY						
City:	LEXINGTON							
State/Country:	KENTUCKY							
Postal Code:	40511							
PROPERTY NUMBERS Total: 1								
Property Type			Number					
Application Number: 29		294780	8036					
CORRESPONDENCE DATA								
Fax Number:								
Phone: 859-455-1000								
Email: legal@tempurpedic.com								
Correspondence will be sent via US Mail when the email attempt is unsuccessful.								
Correspondent Name: TEMPUR SEALY INTERNATIONAL, INC. Address Line 1: 1000 TEMPUR WAY								
Address Line 4: LEXINGTON, KENTUCKY 40511								
ATTORNEY DOCKET NUMBER:			193US16D					
NAME OF SUBMITTER:			J. MARK WILKINSON					
Signature:			/J. Mark Wilkinson/					
Date:			03/05/2014					
Total Attachments: 2 source=GTAtoTPAssignment#page1.tif source=GTAtoTPAssignment#page2.tif								

ASSIGNMENT

WHEREAS, GLOBAL TEXTILE ALLIANCE, INC., a North Carolina corporation having its principal place of business at 2361 Holiday Loop Rd., Reidsville, NC 27320, being owners of all right, title and interest in and to certain inventions and improvements disclosed in a design patent application entitled MATTRESS COVER filed December 30, 2013 in the United States Patent and Trademark Office under Application Serial No. 29/478,036 and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, **TEMPUR-PEDIC MANAGEMENT**, LLC., a limited liability company of the State of Delaware having its principal place of business at 1000 Tempur Way, Lexington, KY 40511 (Assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself, which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

PATENT REEL: 032353 FRAME: 0204 (1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the Assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;

(2) To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal on the dates set after their signatures.

3 Fes H DATE

NAME: STEVEN M. GRAVEN Title: Executive Vice President

State of North Caroline)

County of Gaillerd))				
On this $3^{r^{-6}}$ day o	r February	2014 personall	y appeared	before	me
STEVEN M. GRAUE	ミルノ to me kno	wn, or proved to	me to be the	e person y	who
signed the foregoing instrument ar	id acknowledged to me th	nat he/she signed	it voluntarily	for its str	ited
purpose as Executive Vice Presider	it of Global Textile Allian	ce. Inc.			



Official Signature of Notary

<u>Hober G. GRIFFN</u>, Notary Public My Commission expires: <u>11-3-2015</u>