

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3454559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EARL S. KLUFT	07/03/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	E.S. KLUFT & COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
<b>Street Address:</b>	11096 JERSEY BOULEVARD
<b>Internal Address:</b>	SUITE 101
<b>City:</b>	RANCHO CUCAMONGA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91730
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7640611
<b>Patent Number:</b>	7917980
<b>Patent Number:</b>	8800082
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)824-9696
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	310-824-5555
<b>Email:</b>	DOCKETLA@FULPAT.COM
<b>Correspondent Name:</b>	I. MORLEY DRUCKER
<b>Address Line 1:</b>	6060 CENTER DRIVE
<b>Address Line 2:</b>	TENTH FLOOR
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90045
<b>ATTORNEY DOCKET NUMBER:</b>	KLUFT-94803
<b>NAME OF SUBMITTER:</b>	I. MORLEY DRUCKER
<b>SIGNATURE:</b>	/I. Morley Drucker/
<b>DATE SIGNED:</b>	07/24/2015
<b>Total Attachments: 11</b>	

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**GENERAL INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is executed, delivered and deemed effective as of this 3rd day of July, 2013 ("Effective Date") by Earl S. Klufft, an individual with his address at 1701 Lexington Road, Beverly Hills, California 90210 ("Assignor"), to and in favor of E.S. Klufft & Company, LLC, a California limited liability company, with its principal offices at 11096 Jersey Boulevard, Suite 101, Rancho Cucamonga, California 91730 ("Assignee").

**RECITALS**

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest, in any and all jurisdictions throughout the world, in and to all intellectual property of the Assignor, used at any time or from time to time, relating to or forming part of the business of (i) the Assignee, (ii) E.S. Klufft & Co. East, LLC, a Delaware limited liability company or (iii) any of their respective affiliates involved in bedroom furnishings goods and services or in the bedroom furnishings business as described in Schedule A, including, without limitation, any and all rights that Assignor may own or otherwise have with respect to (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof; (b) trademarks, service marks, trade dress, logos, slogans, trade names, domain names, name and likeness rights and rights to use Assignor's signature, voice, image, quotations and biographical information, together with all goodwill of the business connected with the use of and symbolized by any of the foregoing, and applications, registrations and renewals in connection therewith and including all common law rights and the benefit of prior use of same; (c) copyrights and copyrightable works of authorship, including but not limited to, photographs, website content, brochures, compilations, marketing materials, software and databases, and applications, registrations and renewals in connection therewith; (d) trade secrets and confidential information (including, without limitation, ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications); (e) copies and tangible embodiments of any of the foregoing in whatever form or medium in Assignor's possession or control; and (f) all other intellectual property created by or for or otherwise owned by Assignor, as well as related treaty rights, and any licenses granted to Assignor with respect to any intellectual property rights, including without limitation, the items described in Schedule B attached hereto (all of the foregoing collectively hereinafter referred to as the "Intellectual Property").

**NOW, THEREFORE**, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee his entire right, title and interest in and to the Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least 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 Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Intellectual Property.

Assignor represents and warrants that: (i) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee harmless from and against any liability, claim or other obligation (including but not limited to any attorneys fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties.

Assignor shall take, and shall cause its employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

[Signature Pages Follow]



ACKNOWLEDGMENT

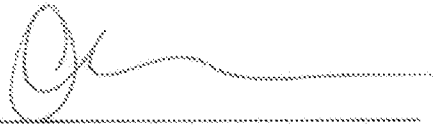
State of California  
County of Los Angeles )

On June 29, 2013 before me, O. Robinson, notary public  
(insert name and title of the officer)

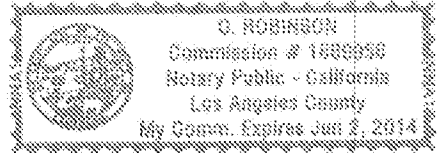
personally appeared Earl S. Kluff  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





ACKNOWLEDGMENT

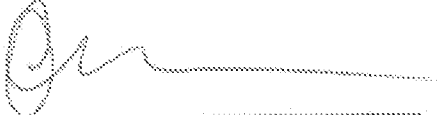
State of California  
County of Los Angeles

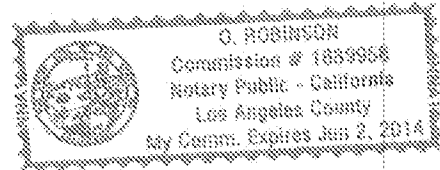
On June 29, 2013 before me, O. Robinson, notary public  
(insert name and title of the officer)

personally appeared Earl S. Kluff  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

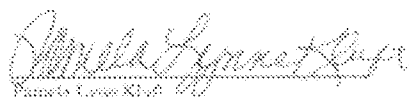




SPOUSAL CONSENT

I, Pamela Lynn Kluth, spouse of Carl S. Kluth, have read and approve of the foregoing General Intellectual Property Assignment dated as of June 30, 2013 together with all exhibits and attachments thereto (collectively, the "Agreement"), by and between my spouse and C.S. Kluth & Company, LLC, a California limited liability company (the "Company"). In consideration of my spouse's assignment to the Company, and the Company's acquisition from my spouse, of certain intellectual property as set forth in the Agreement, I hereby appoint my spouse as my attorney-in-fact with respect to the terms and conditions of the Agreement and the transactions contemplated therein, and consent to be bound by the provisions of the Agreement and the related documents contemplated by the Agreement insofar as I may have any rights in said Agreement or any assets assigned pursuant thereto under the community property laws of the State of California, or under similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the Agreement.

Date: June 30, 2013

  
Pamela Lynn Kluth

**SCHEDULE A**

**BEDROOM FURNISHINGS GOODS AND SERVICES**

The bedroom furnishings goods and services include, without limitation, the following goods:

Beds, mattresses, box springs, headboards, footboards, dressers, bed frames, mattress foundations, bed bolsters, fabric furniture covers and other bedroom furniture, including, without limitation, chests, chairs, steps, armoires, chests of drawers, nightstands, changing tables, bookcases, shelves, wardrobes and love seats, and parts and accessories for any of the foregoing;

Bedroom linen goods, including without limitation, bed sheets, bed spreads, bed blankets, canopies, duvet covers, mattress pads, mattress covers, curtains, draperies, ruffles, shams, eiderdowns, quilts, unfitted fabric furniture covers, bed linens, pillows, pillow cases, pillow shams, and other bedding goods; towels and bath linens; and

Design, manufacturing, distribution, marketing, sales, retail store services, online retail store services, warranty and repair services, consulting services and providing websites, online blogs and social networking services and information in the field of bedroom furnishing goods and services.

Client: E.S. KLUFT & COMPANY LLC

Client-Matter Country KLUF-69663  
 Sub Case Type Filing Date Application No. Publication No. Patent No. Status  
 ORD 11/04/2008 25-Jan-2005 7640611 Issued  
 United States of America

Owner: KLUFT, EARL S. Attorneys: THM

Agent: Client Reference:

Title: Agent Reference:

MATTRESS DESIGN

KLUF-83279 CON 12/648865 10-0115703-A1 7917980 Issued  
 United States of America 29-Dec-2009 13-May-2010 05-Apr-2011 25-Jan-2025  
 Owner: KLUFT, EARL S. Attorneys: IMD THM

Agent: Client Reference:

Title: Agent Reference:

MATTRESS DESIGN

KLUF-86090 PRI 13/075316 12-0246833-A1 Published  
 United States of America 30-Mar-2011 04-Oct-2012

Owner: KLUFT, EARL S. Attorneys: IMD TAR

Agent: Client Reference:

Title: Agent Reference:

MATTRESS CONSTRUCTION

## **SCHEDULE B**

### **INTELLECTUAL PROPERTY**

A. Names

EARL S. KLUFT, EARL KLUFT and EARL SANDERSON KLUFT (including variations thereof), relating to or forming part of the business of (i) the Assignee, (ii) E.S. Kluff & Co. East, LLC, a Delaware limited liability company or (iii) any of their respective affiliates involved in bedroom furnishings goods and services or in the bedroom furnishings business as described in Schedule A.

B. Marks

None.

C. Domain Names

See attached list.

D. Copyrights/Works of Authorship

Website screens and content, graphics and artwork, advertisements, brochures, marketing materials, technical drawings, plans, designs, photographs, content, data compilations, databases, software and any other works of authorship.

E. Patents/Patent Applications

None.

F. Know-How/Trade Secrets/Inventions

All of Assignor's know-how, trade secrets, confidential information, inventions and proprietary technology relating to Assignor's products, services, and business.

G. Licenses

All licenses granted to Assignor with respect to any of the foregoing items or any other intellectual property, including, without limitation, those listed on the attached list.

# Aireloom / E.S. Kluff Domain / Site Information

3/27/2013

Domain	Registrar	Registered Through	Exp. Date	Name Servers	Username	Password	Contact of Record
aireloommattress.com	Wild West Domains	Inexpensivedomains.com	9/10/2016	ns3.creativeforcemedia.com ns4.creativeforcemedia.com	20883598	COOTIE4601	pcanevit@aireloom.com
aireloommattress.net	Wild West Domains	Inexpensivedomains.com	9/18/2016	dns1.zeonhost.com dns2.zeonhost.com	20883598	COOTIE4601	pcanevit@aireloom.com
aireloom-mattress.com	Wild West Domains	Inexpensivedomains.com	9/18/2016	dns1.zeonhost.com dns2.zeonhost.com	20883598	COOTIE4601	pcanevit@aireloom.com
aireloombedding.com	Wild West Domains	Inexpensivedomains.com	9/30/2016	dns1.zeonhost.com dns2.zeonhost.com	20883598	COOTIE4601	pcanevit@aireloom.com
aireloom.com	Wild West Domains	Inexpensivedomains.com	6/24/2015	dns1.zeonhost.com dns2.zeonhost.com	20883598	COOTIE4601	pcanevit@aireloom.com
mail.aireloom.com		Inexpensivedomains.com	1/9/2015		20883598	COOTIE4601	pcanevit@aireloom.com
SSL Cert							
eskluft.com	Network Solutions	networksolutions.com	5/22/2015	dns1.zeonhost.com dns2.zeonhost.com	eskluftandcompany	Taylor	pcanevit@aireloom.com
eskluft.info	Network Solutions	networksolutions.com	5/22/2015	dns1.zeonhost.com dns2.zeonhost.com	eskluftandcompany	Taylor	pcanevit@aireloom.com
eskluft.net	Network Solutions	networksolutions.com	5/22/2015	dns1.zeonhost.com dns2.zeonhost.com	eskluftandcompany	Taylor	pcanevit@aireloom.com
eskluft.org	Network Solutions	networksolutions.com	5/22/2015	dns1.zeonhost.com dns2.zeonhost.com	eskluftandcompany	Taylor	pcanevit@aireloom.com
kluffmattress.com	Network Solutions	networksolutions.com	5/22/2015	dns1.zeonhost.com dns2.zeonhost.com	eskluftandcompany	Taylor	pcanevit@aireloom.com

**PATENT**

mail / website	www.zeonhost.com	aireloom	prOaxie8
website	www.zeonhost.com	klufftic	T8UNluyl
ftp - both sites	64.92.102.4		