503440748 08/18/2015

PATENT ASSIGNMENT COVER SHEET

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ATURE OF CONVEYANCE: CONVEYING PARTY DATA GEN SUZUKI JEFFREY CHAPIN NEIL PARIKH	ASSIGNMENT Name	Execution Date			
GEN SUZUKI JEFFREY CHAPIN	Name	Execution Date			
JEFFREY CHAPIN	Name	Execution Date			
JEFFREY CHAPIN					
		08/16/2015			
NEIL PARIKH	JEFFREY CHAPIN				
		08/16/2015			
RECEIVING PARTY DATA					
Name: CASPEI	CASPER SLEEP INC.				
Street Address: 45 BON	45 BOND ST., FLOOR 2				
City: NEW YO	NEW YORK				
State/Country: NEW YC	NEW YORK				
Postal Code: 10012	10012				
Property Type Application Number: 2	Number				
using a fax number, if provided;	<i>the e-mail address first; if that is unsucc</i> ; <i>if that is unsuccessful, it will be sent via</i> 650) 493-9300				
Email: patentdocket@wsgr.com, eallen@wsgr.com					
1	1 - 5 , - 5				
Address Line 4:	PALO ALTO, CALIFORNIA 94304				
TTORNEY DOCKET NUMBER:	45691-701.997	45691-701.997			
AME OF SUBMITTER:	ERIN ALLEN	ERIN ALLEN			
IGNATURE:	/Erin Allen/	/Erin Allen/			
ATE SIGNED:	08/18/2015				

PAT	ENT	ASSI	GNM	ENT

WHEREAS, the undersigned:

 Suzuki, Gen 5-15-20 Hase, Kamakura, Kanagawa 248 0016 JAPAN Chapin, Jeffrey
 261 Benefit St,
 Providence, RI 02903

 Parikh, Neil 1730 Pheasant Hollow Ln Toms River, NJ 08755

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

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for which application serial number 29/524,231 was filed on April 17, 2015 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Casper Sleep Inc.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>45 Bond St., Floor 2, New</u> <u>York, New York 10012</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignce:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every patent and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissnance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventior(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

PATENT ASSIGNMENT	Docket Number 45691-701.997			
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered th written below:	his instrument to said Assignce as of the dates			
Date: 08 / 16 / 2015 Gen Suzuki Date: 08 / 15 / 20	115 Jeffrey Chapin			
Date: 08/16/2015 Neil Farikh	эсноку Сварт			
Neil Parikh				
RECEIVED AND AGREED TO BY ASSIGNEE: Casper Sleep Inc.				
Date: 08 / 17 / 2015				
Jonathan Truppman Vice President, Business Development & Legal				