

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3840696

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HICKORY SPRINGS MANUFACTURING COMPANY	04/15/2016
RECEIVING PARTY DATA		
Name:	ELITE COMFORT SOLUTIONS LLC (F/K/A SPECIALTY FOAM HOLDINGS LLC)	
Street Address:	1545 DEBORAH HERMAN ROAD	
City:	CONOVER	
State/Country:	NORTH CAROLINA	
Postal Code:	28613	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8906975
	Patent Number:	8901187
CORRESPONDENCE DATA		
Fax Number:	(215)656-2498	
<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>		
Phone:	215-656-3381	
Email:	pto.phil@dlapiper.com	
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)	
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ATTORNEY DOCKET NUMBER:	380329-000033 PROJ. FOAM	
NAME OF SUBMITTER:	WILLIAM L. BARTOW	
SIGNATURE:	/williamlbartow/	
DATE SIGNED:	04/21/2016	
Total Attachments: 6		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated as of April 15, 2016, is made by HICKORY SPRINGS MANUFACTURING COMPANY, a corporation organized and existing under the laws of North Carolina ("Assignor"), in favor of ELITE COMFORT SOLUTIONS LLC (f/k/a SPECIALTY FOAM HOLDINGS LLC), a limited liability company organized and existing under the laws of Delaware ("Buyer"), the purchaser of certain assets of Sellers (as defined below) pursuant to an Asset Purchase Agreement dated as of March 16, 2016 among Assignor, Hickory Springs of California, LLC ("Hickory CA" and together with Assignor, the "Sellers"), and Buyer (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents (including reissues, reexaminations, extensions and supplementary protection certificates thereof) and patent applications (including provisional and International applications, continuations, divisionals or continuations-in-part, and any foreign equivalents thereof) set forth on Schedule 1 hereto, including all inventions and discoveries disclosed therein;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, as well as its corresponding entities or agencies in any applicable foreign countries, to record and register this Patent Assignment upon

request by Buyer. Following the date hereof, upon Buyer's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Assignor and Buyer acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded, expanded, modified or supplemented hereby, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Patent Assignment, the terms of the Purchase Agreement will govern and control.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the United States and the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Patent Assignment as of the date first written above.

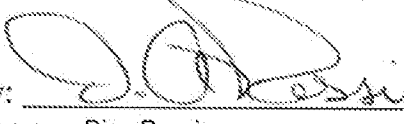
ASSIGNOR:

HICKORY SPRINGS MANUFACTURING
COMPANY

By: _____
Name: _____
Title: _____

BUYER:

ELITE COMFORT SOLUTIONS LLC

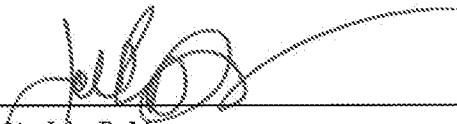
By:  _____
Name: Dino Rossi
Title: President

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR:

HICKORY SPRINGS MANUFACTURING
COMPANY

By: 
Name: John R. Mayo
Title: Vice President, General Counsel & Secretary

BUYER:

ELITE COMFORT SOLUTIONS LLC

By: _____
Name: Dino Rossi
Title: President

[Signature Page to Patent Assignment Agreement]

Schedule 1

Assigned Patents

[Schedule 1 to Patent Assignment Agreement]

Schedule to Patent Assignment

Owner	App. No.	Filing Date	US Patent No.	Reg. Date	Title	Status
Hickory Springs Manufacturing Company	12/701356	2/5/2010	8,906,975	12/9/2014	Conventional flexible polyurethane foam using MDI	Issued
Hickory Springs Manufacturing Company	12/640210	12/17/2009	8,901,187	12/2/2014	High resilience flexible polyurethane foam using MDI	Issued