

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5255682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEDINABOX.LLC	08/31/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BARNHARDT MANUFACTURING COMPANY
<b>Street Address:</b>	1100 HAWTHORN LANE
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28205
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9629472
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)332-1197
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	1905/89US
<b>NAME OF SUBMITTER:</b>	W. THAD ADAMS, III
<b>SIGNATURE:</b>	/W. THAD ADAMS, III/
<b>DATE SIGNED:</b>	11/28/2018
<b>Total Attachments: 5</b>	
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## Patent Assignment Agreement

Bedinabox.LLC, a Tennessee limited liability company ("**Assignor**"), and Barnhardt Manufacturing Company, a North Carolina corporation ("**Assignee**"), enter into this Patent Assignment Agreement ("**Agreement**") as of August 31, 2018 ("**Effective Date**").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the Effective Date (the "**Asset Purchase Agreement**"); and

**WHEREAS**, under the terms of the Asset Purchase Agreement, Assignor conveyed, transferred, and assigned to Assignee, among other assets, certain of the Seller's patents, and has agreed to execute and deliver this Patent Assignment Agreement, for recording with the United States Patent and Trademark Office.

**NOW THEREFORE**, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):
  - a. the patents set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, the inventions covered thereby, and all priority rights resulting therefrom;
  - 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 before, 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, 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 authorizes the Commissioner for Patents and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.
3. **Counterparts.** This Agreement 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 Agreement delivered by facsimile, 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 Agreement.
4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

ASSIGNOR:

BEDINABOX.LLC

Signature: Bill Bradley

Printed Name: Bill Bradley

Title: Managing Member

ASSIGNEE:

BARNHARDT MANUFACTURING COMPANY

Signature: \_\_\_\_\_

Printed Name: Ralph J. Falero

Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

**ASSIGNOR:**

BEDINABOX,LLC

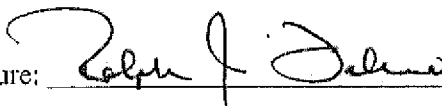
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

BARNHARDT MANUFACTURING COMPANY

Signature:  \_\_\_\_\_

Printed Name: Ralph J. Falero

Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

**Schedule 1**

<b>US Patent No.</b>	<b>Title</b>	<b>Date Issued</b>
9,629,472	Sleeping bed foundation structure	4/25/17