

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPRINGS GLOBAL US, INC.	03/15/2019
RECEIVING PARTY DATA	
Name:	KEECO, LLC
Street Address:	30736 WIEGMAN ROAD
City:	HAYWARD
State/Country:	CALIFORNIA
Postal Code:	94544
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D655085
CORRESPONDENCE DATA	
Fax Number:	(650)847-4151
<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:	6508474150
Email:	mkostiuk@duanemorris.com, idocketing@duanemorris.com
Correspondent Name:	DUANE MORRIS LLP
Address Line 1:	2475 HANOVER STREET
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1194
ATTORNEY DOCKET NUMBER:	R2271-60401
NAME OF SUBMITTER:	MANITA RAWAT
SIGNATURE:	/Manita Rawat, Reg. No. 61,944/
DATE SIGNED:	07/02/2019
Total Attachments: 4	
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PATENT ASSIGNMENT

This Patent Assignment (this “*Assignment*”) is made as of March 15, 2019 from Springs Global US, Inc., a Delaware corporation (“*Seller*”), to Keeco, LLC, a California limited liability company (“*Purchaser*”). Capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

Recitals:

A. Seller Purchaser and Keeco Holdings, LLC, a California limited liability company (“*Parent*”), are parties to that certain Asset Purchase and Contribution Agreement, dated as of December 28, 2018 (as amended, the “*Purchase Agreement*”), which provides, among other things, for the sale and assignment of the Purchased Assets by Seller to Purchaser, the assumption by Purchaser of the Assumed Liabilities, the contribution of the Contributed Assets (together with the Purchased Assets, the “*Acquired Assets*”) by Seller to Parent (the “*Initial Contribution*”), immediately following the Initial Contribution, the contribution of the Contributed Assets by Parent to Purchaser. Prior to the Closing, Purchaser assigned to KS Springs Canada Acquisition ULC, a British Columbia unlimited liability company, its rights and obligations to acquire the Canadian Shares.

B. The Acquired Assets include, without limitation, the Patents (as defined below)

C. As a condition to the obligation of parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement, the parties are required to execute and deliver this Agreement pursuant to Sections 7.01(c) and 7.02(e) of the Purchase Agreement.

D. Each of Seller and Purchaser shall be benefitted by the transactions contemplated by the Purchase Agreement.

E. Seller is the owner of the entire right, title and interest in and to the Patents set forth on Schedule 1 hereto and any applications and registrations therefor (collectively, the “*Patents*”).

F. In connection with the Purchase Agreement, Purchaser has agreed to acquire all of the Patents.

Agreement:

In consideration of the representations, warranties, covenants, and agreement contained in this Assignment and the other Transaction Documents, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. In partial consideration for Purchaser entering into the Purchase Agreement, Seller does hereby sell, convey, transfer, assign and deliver unto Purchaser, its successors and assigns, all legal right, title and interest in and to the Patents, as set forth on Schedule 1, and Purchaser hereby accepts such sale, conveyance, transfer, assignment and delivery, in each case, including all goodwill associated therewith.

2. In partial consideration for Purchaser entering into the Purchase Agreement, Seller does hereby sell, convey, transfer, assign and deliver unto Purchaser, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Patents, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Seller authorizes the Commissioner of Patents and Trademarks of the United States to record the Patents listed on Schedule 1, and title thereto, as the property of Purchaser, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Seller.

4. This Assignment is subject in all respects to the terms of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of any of the parties to the Purchase Agreement as contained in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile or by reliable electronic means (including .pdf) shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Assignment for all purposes. Signatures of the parties hereto transmitted by facsimile or reliable electronic means (including .pdf) shall be deemed to be original signatures for all purposes.

5. This Assignment and the Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein.

[Signature page(s) follow]

The parties hereto have duly executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first written above

PURCHASER:

KEECO, LLC

By: 

Name: Martin Berry

Title: Senior Vice President of Finance &
Secretary

SELLER:

SPRINGS GLOBAL US, INC.

By: 

Name: Delbridge E. Naffron

Title: SVP & General Counsel

[Signature Page to Patent Assignment]

Schedule 1
Patents

COUNTRY	STATUS	TITLE	APP. NO.	APP. DATE	PATENT NO.	PATENT DATE	EXPIRATION DATE
USA	FILED	ADJUSTABLE BED (ESPACIO)	13/606,983	9/7/2012	8856983	10/14/2014	9/7/2032
USA	PENDING	BED PILLOW PACKAGING	29/621,787	10/11/2017			
USA	FILED	COMFORTER WITH REMOVABLE DECORATIVE PANEL (DESIGN)	29/329,274	12/11/2008	D629242 S	12/21/2010	12/21/2024
USA	FILED	COMFORTER WITH REMOVABLE DECORATIVE PANEL (DIVISIONAL APPLICATION)	29/381,230	12/16/2010	D637,857	5/17/2011	5/17/2025
USA	FILED	DISPLAY CONTAINER / DOUBLE STACK CARTON	29/519,597	3/6/2015	D818814	5/29/2018	5/29/2032
USA	FILED	FLEXIBLE BAND FOR RETAINING FOLDED BEDDING ARTICLES	29/369515	9/8/2010	D654955	2/28/2012	2/28/2026
USA	FILED	FLEXIBLE CARRY AND DISPLAY BAG	29/527,709	5/21/2015	D764790	8/30/2016	8/30/2031
USA	FILED	FLEXIBLE STORAGE CONTAINER FOR MATTRESS PADS	29/367,266	8/5/2010	D655,085	3/6/2012	3/6/2026
CANADA	FILED	FLEXIBLE STORAGE CONTAINER FOR MATTRESS PADS - CANADA	9070-32DS,CA	10/7/2010	137,458	9/22/2011	9/22/2021
USA	FILED	PILLOW COVERING	29/200,339	2/26/2004	D507,920 S	8/2/2005	8/2/2019
USA	FILED	STORAGE PANEL (CLIPITS)	29/359977	4/19/2010	D619834	7/20/2010	7/20/2024