

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chittenden and Eastman Company		03/03/2007	CORPORATION: IOWA
The CIT Group/Commercial Services, Inc.		03/07/2007	CORPORATION: NEW YORK
Eastman House, LLC		03/07/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Mattress Development Company of Delaware, LLC
Street Address:	1375 Jersey Avenue
City:	North Brunswick
State/Country:	NEW JERSEY
Postal Code:	08902
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1522248	AMERICA'S BEST WARRANTY
Registration Number:	1170675	C & E
Registration Number:	2106848	CHIROPRACTORS CARE
Registration Number:	0946789	CUSHION TOP
Registration Number:	1060796	EASTMAN HOUSE
Registration Number:	1432549	EASTMAN HOUSE
Registration Number:	1074570	EH EASTMAN HOUSE
Registration Number:	1552915	HEALTH-O-PEDIC
Registration Number:	1450858	IMPERIAL POSTURE
Registration Number:	1632986	INSIDE STORY
Registration Number:	2422216	NATURAL DREAMS

CH \$465.00 1522248

Registration Number:	1133141	OMEGA
Registration Number:	0954426	ORTHOPOSE
Registration Number:	0839978	ROYAL CROWN
Registration Number:	2605773	SLEEP ZONE'Z
Registration Number:	1078453	SOMEONE STILL CARES ABOUT QUALITY!
Registration Number:	2189938	SPINE-A-LINE
Registration Number:	1074039	TRANQUILT

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	03/20/2007

Total Attachments: 26
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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT: EASTMAN HOUSE, LLC (the "Seller"), for and in consideration of good and valuable consideration in the amount of \$20,000 ("Purchase "Price"), receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, and set over unto MATTRESS DEVELOPMENT COMPANY OF DELAWARE, LLC (the "Buyer"), its successors, and assigns, all right, title, and interest that Seller has in and to all trademarks, tradenames, business names, customer lists, and all other intellectual property rights of Chittenden and Eastman Company, including, without limitation, the trademarks listed and described in Exhibit A attached here, TO HAVE AND TO HOLD for use and benefit of Buyer, its successors and assigns, forever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered by its duly authorized officer this 7 day of MARCH, 2007.

SELLER: EASTMAN HOUSE, LLC

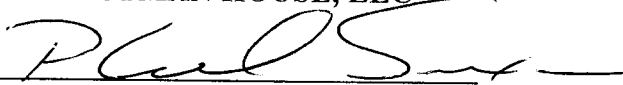
By: 
Name: Phil Seaman
Title: Treasurer

EXHIBIT A

Mark	Mater #	Country	Req. #	Issue Date	Serial #	Filing Date	Class	Goods
✓ Americas Best Warranty	00-1040000019	US	1522248	1/24/1989	73649311	3/13/1987	20	mattresses
✓ C&E and Design	00-1040000013	US	1170675	9/22/1981	73231344	9/14/1979	42	furniture store services
Catalina	00-1040000015	US	1386008	3/1/1986	73479059	5/7/1984	20	Waterbeds <i>Cancelled</i>
✓ Chiropractors Care	00-1040-000025	US	2106848	10/21/1997	75157591	8/29/1996	20	mattresses
✓ Cushion Top	00-1040000003	US	946789	11/7/1972	72403086	9/20/1971	20	mattresses
Eastman House	00-1040000007	US	1060796	3/8/1977	73095659	8/5/1978	32	mattresses
	00-1040000014	US	1396837	6/10/1986	544509	6/24/1985	20	furniture <i>Cancelled</i>
	00-1040000017	US	1432549	8/4/1986	74612822	8/4/1986	42	furniture store services
✓ Eastman House & Design	00-1040000008	US	1074570	10/4/1977	73109373	12/13/1976	32	mattresses
✓ Health-O-Pedic	00-1040000018	US	1552915	8/22/1989	73740435	7/18/1988	20	mattresses
✓ Imperial Posture	00-1040000016	US	1450858	8/4/1987	74640804	1/21/1987	20	mattresses
✓ Inside Story	00-1040000021	US	1632986	1/29/1991	73822687	8/31/1989	9	Video
(Land O'Nod and Design	00-1040000027	US	913398	6/8/1971	72373051	10/12/1970	20	mattresses)
Majesty II	00-1040000012	US	1325874	3/19/1985	73470833	3/19/1984	32	mattresses <i>Cancelled</i>
Natural Contour	00-1040000044	US	529695	6/22/2000	847235	6/6/1997	20	mattresses <i>Cancelled</i>
	00-1040000158	US	W00281824	6/6/2001	255506	6/6/2001	32	mattresses <i>Cancelled</i>
Natural Dream	00-1040000153	US	2422216	1/16/2001	75733711	6/22/1999	20	mattresses <i>Cancelled</i>
✓ Omega	00-1040000010	US	1133141	4/15/1980	73151011	12/5/1977	32	mattresses
✓ Orthopose	00-1040000005	US	954426	3/6/1973	72417840	3/9/1972	20	mattresses

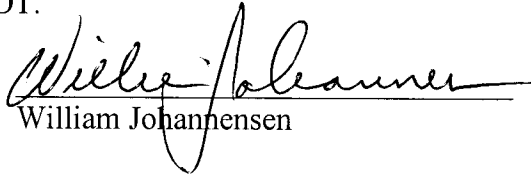
✓ Powerbed	00-1040000043	US	2301004	12/4/1999	75282361	4/28/1997	20	adjustable beds	<i>cancelled</i>
	00-1040000145	US	541053	2/12/2001	848841	6/24/1997	20	adjustable beds	<i>cancel</i>
✓ Royal Crown	00-1040000022	US	839978	12/5/1967	72272789	6/1/1967	32	mattresses	
✓ Sleep Zonez	00-1040-000155	US	2605773	8/6/2002	76205009	2/2/2002	20	boxsprings	
Slumberlure	00-1040000038	US	1024704	11/1/1975	40717	12/31/1974	20	mattresses and box springs	<i>cancelled</i>
✓ Someone Still Cares About Quality!	00-1040000011	US	1078453	11/29/1977	73109884	12/17/1976	32	mattresses	
✓ Spine-A-Line	00-1040000030	US	2189938	9/15/1998	75251794	3/4/1997	20	mattresses	
✓ Tranquill	00-1040000009	US	1074039	9/27/1977	73094262	7/22/1976	32	mattresses	

which is attached hereto as Exhibit 2. Immediately thereafter, CIT foreclosed its security interest in the C&E General Intangibles pursuant N.C.G.S. ¶ 25-9-101, et. seq. and pursuant to the Purchase And Sale Agreement dated May 4, 2005 (a copy of which is attached hereto as Exhibit 3 along with the attached exhibits thereto), CIT immediately sold certain assets, including the C&E General Intangibles, including the Trademarks, to Eastman.


5. On May 4, 2005 Eastman entered into a Factoring Agreement and Inventory Security Agreement pursuant to which Eastman granted CIT a security interest in the general intangibles of Eastman ("Eastman General Intangibles"), which such interest was perfected by a Uniform Commercial Code filing with the Secretary of State of Illinois (a copy of which is attached hereto as Exhibit 4).

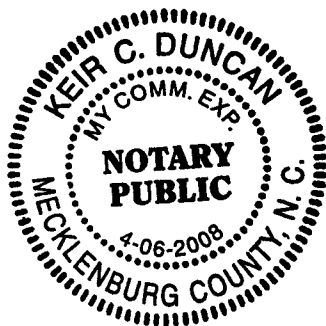
6. Eastman has sold and conveyed to Mattress its interest in the Trademarks and Eastman and the Buyer have asked CIT to provide this affidavit in support of the transfer in the USPTO of the Trademarks to the name of Mattress since the Trademarks are currently in the name of C&E.

FURTHER AFFIANT SAYETH NOT.


William Johannensen

Sworn to and subscribed
before me this 15th day
of March, 2007.


Notary Public
My Commission Expires: April 6, 2008



CONSENT OF CIT

The CIT Group/Commercial Services, Inc. ("CIT") hereby consents to the Bill of Sale dated _____, 2007 to which this consent is attached ("BOS") executed by Eastman House LLC and hereby agrees that effective upon: 1) CIT's receipt of \$15,000 of the Purchase Price (as defined in the BOS) in good funds at the below-referenced wire instructions; and 2) Lake Park Capital LLC's receipt of \$5,000 (not paid to CIT) of the Purchase Price (as defined in the BOS) in good funds at the below-referenced wire instructions, CIT hereby releases any liens it has in the Trademarks and in all other intellectual property rights referenced in the BOS or described in Exhibit A to the BOS and shall take such other reasonable action as necessary to evidence such release as requested by MATTRESS DEVELOPMENT COMPANY OF DELAWARE, LLC.

The payments related to the Purchase Price shall be wired to CIT at the following:

Wachovia Bank, N.A.
301 S. College Street
Charlotte, North Carolina 28202
ABA Route No.: 053000219
Account No.: 2000010099193
For credit to: The CIT Group/Commercial Services, Inc.
Reference: Eastman House, LLC
Attn: Carlene Courtney

The payments related to the Purchase Price shall be wired to Lake Park Capital LLC at the following:

Private Bank and Trust Company
70 West Madison
Chicago, Illinois, 60602
ABA Route No.: 071006486
Account No.: 136429
For credit to: Lake Park Capital LLC

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: William Johannesen
Name: William Johannesen
Title: S.V.P.

**ACKNOWLEDGMENT OF DEFAULTS
AND AGREEMENT TO SURRENDER POSSESSION**

THIS ACKNOWLEDGMENT OF DEFAULTS AND AGREEMENT TO SURRENDER POSSESSION (this "Agreement") made and executed this 4th day of May, 2005, by and among **CHITTENDEN AND EASTMAN COMPANY**, an Iowa corporation (the "Company"), **C & E HOLDING COMPANY**, an Iowa corporation ("Guarantor"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT").

BACKGROUND:

A. The Company and CIT are parties to a certain factoring and loan documents (the "Factoring Documents"), by which the CIT made loans and advances and extended credit to the Company secured by liens in and security interests upon certain of the Company's assets, including, without limitation, all of the Company's accounts, instruments, documents, chattel paper, inventory, general intangibles and products and proceeds thereof (the "Collateral").

B. To induce CIT to enter into the Factoring Documents and make loans and advances and extend credit to the Company thereunder, the Guarantor executed and delivered its Guaranty, dated of even date with the Factoring Documents (the "Guaranty"), pursuant to which the Guarantor unconditionally guaranteed the prompt payment and performance of all of the Obligations (as such term is defined in the Factoring Documents and the Guaranty).

C. Defaults and events of default have occurred and currently exist under the Factoring Documents. The Company acknowledges that it is unable to pay the Obligations (as such term is defined in the Factoring Documents) owing to CIT under the Factoring Documents and cannot continue its business operations.

D. CIT contemplates entering an agreement with Eastman House Acquisition, LLC, an Illinois limited liability company (the "Buyer"), so that the Buyer may purchase, and CIT may sell, at a private foreclosure sale (the "Private Foreclosure Sale") conducted under the Factoring Documents and the Uniform Commercial Code of the State of North Carolina, N.C.G.S. §25-9-101 *et. seq.* (the "UCC"), all of the Collateral.

E. Leggett & Platt, Incorporated ("L&P"), and the Company are parties to certain documents, instruments and agreements (each as amended from time to time being collectively called the "L&P Documents"), pursuant to which L&P made financial accommodations available to the Company secured by liens in and security interests upon certain of the Company's equipment and general intangibles.

F. L&P contemplates entering an agreement with the Buyer for the purchase by the Buyer at a private foreclosure sale (the "L&P Private Foreclosure Sale") conducted under the L&P Documents and the UCC of the equipment and general intangibles in which L&P was granted a security interest.

G. In furtherance of the Private Foreclosure Sale, the Company, the Guarantor and CIT wish to enter into this Agreement in order to set forth other agreements of the Company, the Guarantor and CIT with respect to the Private Foreclosure Sale, the existing defaults and events of default under the Factoring Documents, and the payment of the remaining Obligations owing to CIT.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Company, the Guarantor and CIT hereby agree as follows:

1. **Recitals**. The Company, the Guarantor and CIT each hereby agrees that the recitals set forth above are true and accurate.

2. **Acknowledgement of Defaults**. The Company and the Guarantor each acknowledges that, as of the date of this Agreement, CIT has exercised its right to declare that defaults and events of default have occurred under the Factoring Documents and that the Company has no means by which to satisfy the Obligations.

3. **Surrender of the Collateral**. In light of the occurrence of the defaults and events of default that currently exist under the Factoring Documents, and in order to facilitate an orderly disposition of all of the Collateral, on May 4, 2005 (the "Surrender Date"), the Company and the Guarantor each agrees that the Company shall surrender possession of the Collateral and each hereby agrees that CIT, as a secured party, may on or after the Surrender Date take immediate possession, or cause the Buyer to take immediate possession, of the Collateral.

4. **Exercise by CIT of its Remedies**. The Company and the Guarantor each agrees that CIT may exercise, at CIT's discretion, its remedies as provided in the Factoring Documents and in accordance with the UCC, it being understood that the Company's surrender of peaceful possession of the Collateral shall not constitute a retention of collateral in satisfaction of indebtedness under § 25-9-620 of the UCC or otherwise. The Borrower and the Guarantor each agrees that the Private Foreclosure Sale shall be a private foreclosure sale held in accordance with the UCC.

5. **Waiver of Notices**. The Company and the Guarantor each unconditionally and forever waives and renounces all rights it may have to (a) notification of acceleration of the Obligations and (b) notification of the Private Foreclosure Sale under the UCC and the Factoring Documents, which waiver and renouncement as to notification of the Private Foreclosure Sale is given in accordance with § 25-9-624(a) of the UCC.

6. **Consent to Sale to the Buyer**. In light of the anticipated cessation of the Company's business, in the business judgment of the Company, the Collateral is not saleable for comparable consideration except in connection with the Private Foreclosure Sale, and the proceeds of the Private Foreclosure Sale will exceed the proceeds which would be obtained if the Collateral were sold in a manner other than to the Buyer. The Buyer has indicated that it is willing to

acquire the Collateral but only if such acquisition can be consummated immediately. The Company and the Guarantor each requests that CIT sell the Collateral to the Buyer pursuant to the Private Foreclosure Sale. To facilitate such sale, and to induce CIT to conduct the Private Foreclosure Sale, the Company and the Guarantor have each executed this Agreement. This Agreement is intended by the Company and the Guarantor as a proposal to CIT of an agreement to determine the standards by which the fulfillment of the obligations of CIT to act in good faith and in a commercially reasonable manner (as specified in §§ 25-9-610 - 25-9-613 of the UCC) are to be measured, which agreement is permissible under §25-9-603 of the UCC.

7. **Cooperation.** The Company and the Guarantor each agrees that it will cooperate with CIT in accomplishing the purposes set forth herein and that the Company and the Guarantor will each fulfill its obligations hereunder. The Company and the Guarantor each recognizes and acknowledges that, on and after the Surrender Date, the presence on the Company's premises of any of the Company's or the Guarantor's officers or employees is solely and only for the purpose of rendering such assistance as they are able to and not for the purpose of altering or modifying in any respect CIT's exclusive right to possession of the Collateral being surrendered to CIT hereunder. The Company will allow, and the Guarantor will cause the Company to allow, CIT and its agents or representatives access to any premises where any of the Collateral is located.

8. **No Further Loans or Advances.** The Company acknowledges and agrees that after May 4, 2005, CIT shall have no further obligation or commitment to make any advances or loans under the Factoring Documents other than those which CIT, in its sole and absolute discretion, determines shall be made to protect and preserve the Collateral, to sell, dispose of or liquidate the remaining Collateral and for such other reasons as may be permitted pursuant to the Factoring Documents or applicable law.

9. **Acknowledgments of the Company and the Guarantor.** The Company and the Guarantor each acknowledges and agrees with CIT that:

(a) As of the close of business on May 4, 2005, the aggregate balance of the Obligations owing by the Company to CIT under the Factoring Documents is in the sum of \$1,341,086.21, plus interest accruing thereafter at the rate set forth in the Factoring Documents, and collection costs and expenses, including, without limitation, legal fees and expenses, which CIT is entitled to charge and collect as part of the Obligations pursuant to the terms of the Factoring Documents and applicable law (such collection costs and expenses, the "Collection Expenses");

(b) The Obligations owing by the Company to CIT and as described in Section 9(a) above are absolutely due and owing by the Company to CIT without any defenses, deductions, offsets or counterclaims of any kind or nature;

(c) The Factoring Documents are the legal, valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms without any defenses, deductions, offsets or counterclaims of any kind or nature; and

(d) The Guaranty executed by the Guarantor is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms without any defenses, deductions, offsets or counterclaims of any kind or nature; and

(e) The Company and the Guarantor shall remain liable for all of the Obligations owing to CIT reduced by the actual amount received by CIT from the sale of the Collateral to the Buyer and from the proceeds of any other Collateral.

10. RELEASE OF CLAIMS. TO INDUCE CIT TO ENTER INTO THIS AGREEMENT, THE COMPANY AND THE GUARANTOR EACH HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES CIT AND CIT'S OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY KIND (IF ANY THERE BE), WHETHER ABSOLUTE OR CONTINGENT, DUE OR TO BECOME DUE, DISPUTED OR UNDISPUTED, AT LAW OR IN EQUITY, THAT ANY OF THEM NOW HAS OR EVER HAD AGAINST CIT ARISING UNDER OR IN CONNECTION WITH THE FACTORING DOCUMENTS, THE GUARANTY OR ANY OF THE TRANSACTIONS RELATED THERETO WHICH AROSE OR HAS ARISEN AT ANY TIME ON OR PRIOR TO THE DAY AND DATE OF THIS AGREEMENT.

11. No Duress. Each party is entering into this Agreement freely and voluntarily with the advice of legal counsel of his or her own choosing, and each has freely and voluntarily agreed to the releases, waivers and undertakings set forth in this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, and may be executed and delivered via facsimile transmission.

13. Final Agreement. This Agreement contains the final and entire agreement and understanding of the parties with respect to the subject matter hereof, and any terms and conditions not set forth in this Agreement are not a part of this Agreement and the understanding of the parties. This Agreement may be amended or altered only in writing signed by each of the parties.

14. No Novation, Etc. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and, except as otherwise expressly stated herein, the Factoring Documents and the Guaranty remain in full force and effect.

15. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of North Carolina.

16. Non-Waiver of Existing Events of Default. Neither this Agreement, nor CIT's forbearance hereunder, shall be deemed a waiver of or consent to any defaults or events of default that exist on the date of this Agreement or may hereafter occur. The Company and the Guarantor

each agrees that any such defaults or events of default shall not be deemed to have been waived, released or cured by virtue of such forbearance or the execution of this Agreement.

17. **Parties.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. **Headings.** The headings in this Agreement are for the purpose of reference only and shall not affect the construction of this Agreement.

19. **Severability.** The provisions of this Agreement shall be severable and the illegibility, unenforceability or invalidity of any provision of this Agreement shall not affect or impair the remaining provisions hereof, and each provision of this Agreement shall be construed to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal on the date first above written.

Company:

CHITTENDEN AND EASTMAN COMPANY

By: Donald H. Robb
Name: Donald H. Robb
Title: CEO

Guarantor:

C & E HOLDING COMPANY

By: Donald H. Robb
Name: Donald H. Robb
Title: President

CIT:

**THE CIT GROUP/COMMERCIAL SERVICES,
INC.**

By: Jerome L. Shea
Name: Jerome L. Shea
Title: Vice President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 4th day of May, 2005, between **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT") and **EASTMAN HOUSE, LLC**, an Illinois limited liability company ("Buyer").

WITNESSETH

WHEREAS, CIT, as factor and lender, and Chittenden and Eastman Company, an Iowa corporation (the "Debtor"), as client and borrower, are parties to certain factoring and loan documents (the "Factoring Documents"), by which the CIT made loans and advances and extended credit to the Debtor secured by liens in certain of the assets of the Debtor, all as more particularly set forth therein;

WHEREAS, in consideration of loans and other financial accommodations to the Debtor, the Debtor granted to CIT a security interest in certain of the Debtor's assets, including without limitation, all accounts, instruments, documents, chattel paper, inventory, general intangibles and products and proceeds thereof as more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, because of certain defaults arising under the Factoring Documents, CIT wishes to sell, and the Buyer wishes to buy, the Property at a private foreclosure sale to be conducted by CIT under the applicable Uniform Commercial Code and the Factoring Documents, upon the terms and subject to the conditions set forth herein; and

WHEREAS, Buyer has agreed to purchase the Property at the private foreclosure sale on the terms and conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

ASSETS OFFERED FOR SALE

1.1 Assets Offered for Purchase. Subject to the terms and conditions of this Agreement, on May 3, 2005 or such later time as CIT may determine in its discretion (the "Closing Date"), CIT hereby agrees to offer for sale to Buyer at a private foreclosure sale the Property.

1.2 Encumbrances. The Property shall be offered for sale subject to any and all ad valorem and other taxes.

ARTICLE II

PURCHASE BY BUYER AND PAYMENT

2.1 **Purchase Price for Property.** On the Closing Date, the Buyer shall purchase the Property for a purchase price equal to the lesser of (i) \$1,600,000 or (ii) the aggregate indebtedness owing by the Debtor to CIT, including, without limitation, principal, interest, costs, fees (including attorneys' fees and expenses) and charges (the "Purchase Price"). Buyer acknowledges that CIT, in offering the Property for sale at the foreclosure sale, has relied upon Buyer's agreement to purchase the Property and pay the Purchase Price.

ARTICLE III

CONDITIONS PRECEDENT TO THE FORECLOSURE SALE

3.1 **Conditions Precedent.** The obligations of the parties under this Agreement are specifically conditioned on the following:

(a) The absence of any court order by a court of competent jurisdiction prohibiting the sale of any assets as contemplated by this Agreement, the filing of any bankruptcy petition by or against the Borrower or the Buyer or the assertion of any claim by a third party as to the legal propriety of the transactions contemplated hereunder.

(b) The representations and warranties made by CIT and Buyer in or pursuant to this Agreement shall be true and correct in all material respects at the time of the foreclosure sale with the same effect as though such representations and warranties were made at such time.

(c) The Buyer and CIT shall have performed and complied with all other obligations under this Agreement which are to be performed or complied with by it prior to or at Closing.

(d) Simultaneously with the purchase by the Buyer of the Property, the Buyer shall have (i) purchased from the Debtor its fee simple interest in the real estate located at 100 New Rand Road, Sweet Springs, Missouri 65351, (ii) received a commitment from Central Missouri Title, Inc. for the issuance to the Buyer of an owner's policy of title insurance, in form and substance reasonably satisfactory to the Buyer, and (iii) purchased from Leggett & Platt, Incorporated all of the machinery and equipment owned by the Debtor at a private foreclosure sale.

3.2 **Bill of Sale.** Upon receipt of the Purchase Price, CIT shall deliver or cause to be delivered to Buyer a Foreclosure Bill of Sale in the form attached hereto as Exhibit B, in order to effectuate the transfer to Buyer all of the Borrower's rights in the Property.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 **Authority.** Each party represents and warrants to each other party that it has the authority to enter into this Agreement and that the person signing for such party is authorized and directed to do so.

4.2 **Representations and Warranties as to Property.** THE PROPERTY IS BEING SOLD BY THE SECURED PARTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND THE SECURED PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO TITLE, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

4.3 **Notification of Disposition.** CIT represents and warrants to the Buyer that the Notification of Disposition of Collateral, a copy of which is attached hereto as Exhibit C, was sent to the parties to which such Notification is address and the disposition of the property described therein has been conducted in accordance with Part 6 of Article 9 of Chapter 25 of the General Statutes of the State of North Carolina.

4.3 **Broker's Fees, Finder's Fees.** No agent, broker, investment banker, or other person acting on behalf of Buyer or under its authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

ARTICLE V

INDEMNITY; SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 **Indemnification by Buyer.** The Buyer hereby indemnifies CIT for the full and indefeasible payment and performance of all losses, costs, damages and expenses (including attorneys' fees and expenses) which CIT may suffer or incur as a result of any nonpayment, claim, refund or dishonor of any items of payment which may have been credited to the Obligations for the purpose of computing the Purchase Price, including, without limitation, any claim made at any time against CIT for the repayment or recovery of any amount received by CIT in payment of any of the Obligations by any Person (including a trustee in bankruptcy or assignee for the benefit of creditors for or of any such Person) on the grounds of preference under the provisions of the Bankruptcy Code or any other federal or state insolvency law (collectively, the "Uncollected Payment Obligations"). The Uncollected Payment Obligations shall be paid to CIT by the Buyer

upon CIT's demand therefor, together with all reasonable and customary charges incident thereto. This obligation shall survive the termination of this Agreement.

5.2 Survival of Representations and Warranties. All representations and warranties made by any party to this Agreement or pursuant hereto shall survive the closing of the transactions hereunder.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, by overnight courier or by facsimile transmission and, unless expressly provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, three (3) business days after deposit in the mail, postage prepaid, or, in the case of facsimile transmission, when received (if on a business day and, if not received on a business day, then on the next business day after receipt), addressed as follows:

To Buyer: Eastman House, LLC
 520 Lake Cook Road, Suite 450
 Deerfield, Illinois 60015
 Attention: Mark Polinsky
 Facsimile No. 847-940-0878

To CIT: The CIT Group/Commercial Services, Inc.
 Two Wachovia Center
 301 South Tryon Street, 25th Floor
 Attention: Robert Franklin
 Facsimile No. 704-339-2894

6.2 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.3 Section and Heading References. The Paragraph and Article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.4 Successors and Assigns; Assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective, permitted successors and assigns of the parties hereto. Except as otherwise expressly provided herein, nothing expressed or implied herein is intended or shall be construed to confer upon or give any person, other than the parties

hereto, any right or remedy hereunder or by reason hereof. Except as provided herein, no party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party hereto.

6.5 Expenses. Each party hereto shall pay its own expenses incurred in connection with the negotiation and consummation of this Agreement, including the charges of its respective attorneys, accountants and other representatives.

6.6 Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings. This Agreement may be amended or modified only in a writing signed by Buyer and CIT.

6.7 Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of North Carolina.

6.8 Waiver. No delay or omission on the part of any party hereto in exercising any rights hereunder shall operate as a waiver of such right or any other right under this Agreement.

6.9 No Third Party Beneficiaries. This Agreement does not create any right, claim or benefit inuring to any person that is not a party hereto, nor create or establish any third party beneficiary hereto

6.10 Risk of Loss. In the event the Collateral or any substantial part thereof shall be damaged or destroyed prior to the foreclosure sale due to any casualty or event, Buyer may either terminate this Agreement by giving CIT written notice of such termination and thereupon all parties shall be released of all further liability to the others or alternatively, or subject to the fulfillment of the conditions set forth herein, require the consummation of the transaction provided for in this Agreement and all such proceeds of insurance relating to the assets shall become the property of Buyer.

6.11 Entire Agreement. This Agreement constitutes and expresses the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. Neither this Agreement nor any provision hereof may be changed, waived or amended orally or in any other manner other than by an agreement in writing signed by the parties hereto.

6.12 Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which when so executed shall be an original. When taken together, such counterparts shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

EASTMAN HOUSE, LLC

By: *Philip Seaman*
Name: PHILIP SEAMAN
Title: TREASURER

**THE CIT GROUP/COMMERCIAL SERVICES,
INC.**

By: *James R. Shea*
Name: JAMES R. SHEA
Title: Vice President

APPROVED AND CONSENTED TO BY:

CHITTENDEN AND EASTMAN COMPANY

By: *Donald H. Robb*
Name: Donald H. Robb
Title: CEO

**EXHIBIT A TO
PURCHASE AND SALE AGREEMENT**

PROPERTY

All accounts, instruments, documents, chattel paper (including electronic chattel paper), and any other obligations owing to the Debtor; all unpaid seller's rights (including rescission, repossession, replevin, reclamation and stoppage in transit); all rights to any inventory represented by the foregoing, including any and all returned, rejected, reclaimed or repossessed inventory; all reserves and credit balances relating thereto; all guarantees, collateral, supporting obligations and letter of credit rights with respect to the foregoing; all general intangibles (including all payment intangibles and all other rights to payment); all federal, state and local income tax refunds; and all cash and non-cash proceeds of the foregoing; and all books and records evidencing or pertaining to the foregoing.

All merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same, in all stages of production -- from raw materials through work-in-process to finished goods -- and all proceeds of whatever sort.

**EXHIBIT B TO
PURCHASE AND SALE AGREEMENT**

FORECLOSURE BILL OF SALE

THIS FORECLOSURE BILL OF SALE is made the _____ day of May, 2005, by and between THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation ("CIT"), to EASTMAN HOUSE, LLC, an Illinois limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, CIT, as factor and lender, and Chittenden and Eastman Company, an Iowa corporation (the "Debtor"), as client and borrower, are parties to certain factoring and loan documents (the "Factoring Documents"), by which the CIT made loans and advances and extended credit to the Debtor secured by liens in certain of the assets of the Debtor, all as more particularly set forth therein;

WHEREAS, because of certain defaults arising under the Factoring Documents, CIT wishes to sell, and the Purchaser wishes to buy, CIT's collateral listed and described on **Exhibit A** attached hereto (the "Property") at a private foreclosure sale (the "Foreclosure Sale") conducted by CIT under the Uniform Commercial Code of the State of North Carolina, N.C.G.S. §25-9-101 et. seq., and the Factoring Documents, for a purchase price of \$ _____ (the "Purchase Price") and otherwise upon the terms and subject to the conditions set forth herein; and

WHEREAS, concurrently herewith, the Purchaser has caused the Purchase Price to be paid to CIT and CIT now wishes to sell and transfer to the Purchaser all of the Debtor's right, title and interest in and to the Property;

NOW, THEREFORE, for and in consideration of the premises, the payment to CIT of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIT does hereby bargain, sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby accepts, all of the Debtor's right, title and interest in and to the Property.

THE PROPERTY IS BEING SOLD BY CIT "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND CIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO TITLE, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

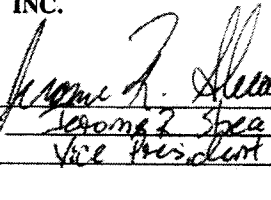
This Bill of Sale shall be binding upon, and inure to the benefit of, CIT and the Purchaser and their respective successors and assigns; and shall be governed in all respects by and construed in accordance with the laws of the State of North Carolina.

This Bill of Sale may be executed by CIT and the Purchaser in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, CIT and the Purchaser have each caused this Foreclosure Bill of Sale to be duly executed and delivered on the day and year first above written.

CIT:

THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: 
Name: Jerome Z. Shea
Title: Vice President

PURCHASER:

EASTMAN HOUSE, LLC


By: 
Name: PHILIP SERPAS
Title: MANAGER

EXHIBIT A

The Property

All accounts, instruments, documents, chattel paper (including electronic chattel paper), and any other obligations owing to the Debtor; all unpaid seller's rights (including rescission, repossession, replevin, reclamation and stoppage in transit); all rights to any inventory represented by the foregoing, including any and all returned, rejected, reclaimed or repossessed inventory; all reserves and credit balances relating thereto; all guarantees, collateral, supporting obligations and letter of credit rights with respect to the foregoing; all general intangibles (including all payment intangibles and all other rights to payment); all federal, state and local income tax refunds; and all cash and non-cash proceeds of the foregoing; and all books and records evidencing or pertaining to the foregoing.

All merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same, in all stages of production -- from raw materials through work-in-process to finished goods -- and all proceeds of whatever sort.

**EXHIBIT C TO
PURCHASE AND SALE AGREEMENT**

NOTIFICATION OF DISPOSITION OF COLLATERAL

April 22, 2005

To: Chittenden and Eastman Company, an Iowa corporation (the "Debtor")
100 New Rand Road
Sweet Springs, Missouri 65351

Leggett & Platt, Incorporated
P. O. Box 757
Carthage, Missouri 64836

From: The CIT Group/Commercial Services, Inc.
301 South Tryon Street
Post Office Box 31307
Charlotte, North Carolina 28231-1307
Attention: Robert Franklin
Telephone No. 704-339-2975

Pursuant to the sale provisions of Part 6 of Article 9 of Chapter 25 of the General Statutes of the State of North Carolina, The CIT Group/Commercial Services, Inc. (the "Secured Party") will sell the personal property described on Exhibit A attached hereto and incorporated herein (the "Property") owned by Chittenden and Eastman Company, an Iowa corporation (the "Debtor") privately sometime on or after Tuesday, May 3, 2005.

The Property will be sold subject to any and all superior liens, including, without limitation, taxes and assessments.

The Secured Party does not make any warranties or representations as to the existence, quantity, quality or nature of any of the types or items of the Property to be sold. **THE PROPERTY IS BEING SOLD BY THE SECURED PARTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND THE SECURED PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

The Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that the Secured Party intends to sell for a charge of \$50. The Debtor may request an accounting by calling the Secured Party at 704-339-2975.

This 22nd day of April, 2005.

THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: _____
Attorney and Agent

OF COUNSEL:

CARRUTHERS & ROTH, P.A.
Post Office Box 540 (zip code 27402)
235 North Edgeworth Street
Greensboro, North Carolina 27401
Telephone: 336-379-8651

EXHIBIT A

The Property

All accounts, instruments, documents, chattel paper (including electronic chattel paper), and any other obligations owing to the Debtor; all unpaid seller's rights (including rescission, repossession, replevin, reclamation and stoppage in transit); all rights to any inventory represented by the foregoing, including any and all returned, rejected, reclaimed or repossessed inventory; all reserves and credit balances relating thereto; all guarantees, collateral, supporting obligations and letter of credit rights with respect to the foregoing; all general intangibles (including all payment intangibles and all other rights to payment); all federal, state and local income tax refunds; and all cash and non-cash proceeds of the foregoing; and all books and records evidencing or pertaining to the foregoing.

All merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same, in all stages of production -- from raw materials through work-in-process to finished goods -- and all proceeds of whatever sort.

EXHIBIT 4

6

2005 MAY -4 AM 8:36

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Mary Ann Townsend 212-947-7200

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate Research
 225 West 34th Street, Suite 910
 New York, NY 10122

mtownsend@nationalcorp.com

UCU105/05/05:01:9878:
 20.00 MU
 SOSIL 08:47 9795073 FS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 EASTMAN HOUSE, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 520 LAKE COOK ROAD, SUITE 450 DEERFIELD IL 60015 USA

1d. INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** LLC **1f. JURISDICTION OF ORGANIZATION** ILLINOIS **1g. ORGANIZATIONAL ID #, if any** 01343548 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 THE CIT GROUP/COMMERCIAL SERVICES, INC.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 301 S TRYON ST, PO BOX CHARLOTTE NC 28202 USA

4. This FINANCING STATEMENT covers the following collateral:
 All present and hereafter acquired merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same, in all stages of production - from raw materials through work-in-process to finished goods - and all proceeds thereof of whatever sort.

All now existing and future (a) accounts, instruments, documents, chattel paper (including electronic chattel paper) and any other obligations owing to Debtor; (b) unpaid seller's rights (including rescission, reprieve, reclamation, repossession and stoppage in transit); (c) rights to any inventory represented by the foregoing, including returned goods; (d) reserves and credit balances; (e) guarantees, collateral, supporting obligations and letters of credit rights; (f) insurance policies, proceeds or rights; (g) general intangibles including all payment intangibles and all other rights to payment; (h) tax refunds; (i) cash and non-cash proceeds; and (j) books and records in any way relating to the foregoing.

All present and hereafter acquired general intangibles (as defined in the UCC), including, without limitation, all present and future right, title and interest in and to: (a) all trademarks, tradenames, corporate names, business names, logos and any other designs or sources of business identities; (b) patents, together with any improvements on said patents, utility models, industrial models, and designs; (c) copyrights; (d) trade secrets; (e) licenses, permits and franchises; (f) all applications with respect to the foregoing; (g) all right, title and interest in and to any and all extensions and renewals of the foregoing; (h) any other forms of similar intellectual property; (i) all goodwill with respect to any of the foregoing; (j) all customer lists, distribution agreements, supply agreements, blue prints, indemnification rights and tax refunds, together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof, including, without limitation, the proceeds or royalties of any licensing agreements between the Debtor and any licensee of any of the Debtor's General Intangibles (herein collectively the "General Intangibles").

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR SALE/SELLER/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (or recorded) in the PUBLIC RECORDS. Attach Address: 17. Check to REQUEST SEARCH REPORT (s) on Debtor(s): All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 Filed with: IL - Secretary of State F#125367 A#208131

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

