

07-20-1998

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Form PTO-1594

*MKD 6-29-98*



To the Assistant Commissioner for Trademark

100768005

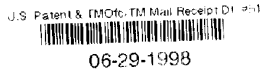
inal documents or copy thereof.

1. Name of conveying party(ies):

The Mattress Firm, Inc.

2. Name and address of receiving party(ies):

Name: Mattress Venture, L.P.



Internal Address: \_\_\_\_\_

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Street Address: 5815 Gulf Freeway

City: Houston State: TX Zip: 77023

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

3. Nature of conveyance:

- Assignment
- Security Assignment
- Other \_\_\_\_\_
- Merger
- Change of Name

Limited Partnership Texas

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

Execution Date: 6/10/98

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/729,878

B. Trademark registration No.(s)

1,915,716; 2,064,202

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James E. Bradley

Internal Address: FELSMAN, BRADLEY, GUNTER & DILLON, LLP

201 Main Street, Suite 1600

Fort Worth, Texas 76102-3105

Street Address: FELSMAN, BRADLEY, GUNTER & DILLON, LLP

201 Main Street, Suite 1600

City: Fort Worth State: Texas ZIP: 76102-3105

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 1.21(h)).....\$ 90.00

Enclosed

Authorized to charge any additional fees due to deposit account

8. Deposit Account Number:

06-0580

(Attach duplicate copy of this page if paying by deposit account)

07/16/1998 JSHABAZZ 00000143 74729878

DO NOT USE THIS SPACE

01 FC-481

02 FS-480

40.00 DP

50.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carrie Mays

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

TRADEMARK

REEL: 1755 FRAME: 0434

**TRADEMARK ASSIGNMENT**

WHEREAS, The Mattress Firm, Inc., a Texas corporation, having a business address of 5815 Gulf Freeway, Houston, Texas 77023 has adopted and is using trademarks or service marks including, but not limited to the following:

1. THE MATTRESS FIRM (Reg. No. 1,915,716 U.S. Patent and Trademark Office)
2. Nobody Sells Bedding for Less, Nobody! (Texas Reg. No. 55, 468)
3. Nobody Sells Mattresses for Less, Nobody! (Texas Reg. No. 55, 402, U.S. Reg. No 2,064,202)
4. Nobody Sells For Less, Nobody! (Texas Reg. No. 55, 348. Pending application in the U.S. Patent office and trademark Office number 74,729878)
5. Warranty Plus and Design, Texas Reg. No. 52,063.

WHEREAS, Mattress Venture, L.P., a Texas Limited Partnership, having a business address of 5815 Gulf Freeway, Houston, Texas 77023 is desirous of acquiring the right, title and interest in said Trademarks;

NOW THEREFORE, be it known by all whom it may concern that for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, The Mattress Firm, Inc. hereby assign to Mattress Venture, L.P., both in and for the territory of the United States of America and the entire world, all the title and interest in and to said Trademarks, registration and application, along with the goodwill associated with said marks.

The Mattress Firm, Inc. further hereby assign and transfer to The Mattress Venture, L.P. whatever cause of action it may have for past or present infringement of said Trademarks, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement.

The Mattress Firm, Inc. HEREBY covenants and agrees that it will at any time, upon the request of Mattress Venture, L.P., execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title and said Trademarks, registration and application.

IN TESTIMONY WHEREOF, I execute this Assignment on the 10<sup>th</sup> day of June, 1998.

THE MATTRESS FIRM, INC.

By: [Signature]

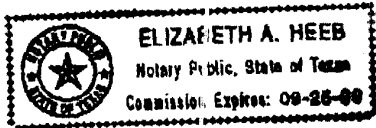
Its: President

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on June 10, 1998 by Paul F. Stock, President of The Mattress Firm, Inc., on behalf of said corporation.



Elizabeth A. Heeb  
NOTARY PUBLIC IN AND FOR  
State of TEXAS

My commission expires:  
9-25-99