

178-1-2-1-99

Form PTO-1618A

02-08-1999

U.S. DEPARTMENT OF COMMERCE

Expires 06/30/99

REC



2 SHEET

Patent and Trademark Office

TRADEMARK

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

100963434

Docket: Mattress 2,3 USA

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 27
- Resubmission (Non Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Conveying Party

Name Mattress Giant Limited Partnership Execution Date: 11/30/98
Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

02/05/1999 SBURNS 00000091 75477706

01 FC 481 40.00 OP
02 FC 482 25.00 OP

Receiving Party

Mark if additional names of receiving parties attached

Name Mattress Giant Corporation
DBA/AKA/TA _____
Composed of _____
Address (line 1) 1200 Trend Drive
Address (line 2) Carrollton, Texas 75006
Address (line 3) _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

TRADEMARK
REEL: 1849 FRAME: 0867

DOMESTIC REPRESENTATIVE NAME AND ADDRESS

ENTER FOR THE FIRST RECEIVING PARTY ONLY.

NAME N/A
ADDRESS (LINE 1)
ADDRESS (LINE 2)
ADDRESS (LINE 3)
ADDRESS (LINE 4)

CORRESPONDENT NAME AND ADDRESS

AREA CODE AND TELEPHONE NUMBER: (954) 927-8863

NAME Lee Anne LeBlanc, Esquire
ADDRESS (LINE 1) 1749 E. Hallandale Beach Blvd.
ADDRESS (LINE 2) Suite 344
ADDRESS (LINE 3) Hallandale, Florida
ADDRESS (LINE 4) 33009

PAGES ENTER THE TOTAL NUMBER OF PAGES OF THE ATTACHED CONVEYANCE DOCUMENT(S) INCLUDING ANY ATTACHMENTS. # 6

TRADEMARK APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S)

MARK IF ADDITIONAL NUMBERS ATTACHED

ENTER EITHER THE TRADEMARK APPLICATION NUMBER OR THE REGISTRATION NUMBER (DO NOT ENTER BOTH NUMBERS FOR THE SAME PROPERTY).

TRADEMARK APPLICATIONS NUMBERS(S)
75/477,706

REGISTRATION NUMBER(S)
2,187,369

NUMBER OF PROPERTIES

ENTER THE TOTAL NUMBER OF PROPERTIES INVOLVED. # 2

FEE AMOUNT

FEE AMOUNT FOR PROPERTIES LISTS (37 CFR 3.411) \$ 65.00

METHOD OF PAYMENT: ENCLOSED DEPOSIT ACCOUNT
(ENTER FOR PAYMENT BY DEPOSIT ACCOUNT OR IF ADDITIONAL FEES CAN BE CHARGED TO THE ACCOUNT.)

DEPOSIT ACCOUNT NUMBER: #

AUTHORIZATION TO CHARGE ADDITIONAL FEES: YES NO

STATEMENT AND SIGNATURE

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. CHARGES TO DEPOSIT ACCOUNT ARE AUTHORIZED, AS INDICATED HEREIN.

LEE ANNE LEBLANC, ESQUIRE
SIGNATURE


DATE SIGNED

1/21/99

DOMESTIC REPRESENTATIVE NAME AND ADDRESS

ENTER FOR THE FIRST RECEIVING PARTY ONLY.

NAME N/A
ADDRESS (LINE 1)
ADDRESS (LINE 2)
ADDRESS (LINE 3)
ADDRESS (LINE 4)

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MARK IF ADDITIONAL
NUMBERS ATTACHED

ENTER EITHER THE TRADEMARK APPLICATION NUMBER OR THE REGISTRATION NUMBER (DO NOT ENTER BOTH NUMBERS FOR THE SAME PROPERTY).

TRADEMARK APPLICATIONS NUMBERS(S) REGISTRATION NUMBER(S)
1,738,789

NUMBER OF PROPERTIES

ENTER THE TOTAL NUMBER OF PROPERTIES INVOLVED. # 1

FEE AMOUNT

FEE AMOUNT FOR PROPERTIES LISTS (37 CFR 3.41) \$ 40.00

METHOD OF PAYMENT: ENCLOSED DEPOSIT ACCOUNT
(ENTER FOR PAYMENT BY DEPOSIT ACCOUNT OR IF ADDITIONAL FEES CAN BE CHARGED TO THE ACCOUNT.)

DEPOSIT ACCOUNT NUMBER: #

AUTHORIZATION TO CHARGE ADDITIONAL FEES: YES NO

STATEMENT AND SIGNATURE

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. CHARGES TO DEPOSIT ACCOUNT ARE AUTHORIZED, AS INDICATED HEREIN.

LEE ANNE LEBLANC, ESQUIRE
SIGNATURE


DATE SIGNED

1/21/99

ASSIGNMENT OF TRADEMARK RIGHTS

Assignor : Mattress Giant Limited Partnership, a Texas partnership
Assignee : Mattress Giant Corporation, a Texas corporation
Mark : **MISCELLANEOUS DESIGN**
Serial No. : 75/477,706
Filing Date : May 1, 1998

RECITALS

WHEREAS, the above identified Mark, "Miscellaneous Design," which represents the Mattress Giant Character, is owned in part by Assignor, Mattress Giant Limited Partnership and in part by Assignee, Mattress Giant Corporation,

WHEREAS, the above identified Assignor, Mattress Giant Limited Partnership (hereinafter "M.G. L. P."), a Texas partnership, having an address of 1200 Trend Drive, Carrollton, Texas 75006, is the owner of an interest in United States Trademark Application Serial No. 75/477,706 for "Miscellaneous Design" (sometimes hereinafter "Mark") in connection with retail bedding stores,

WHEREAS, the above identified Assignee, Mattress Giant Corporation, (hereinafter "M.G. Corp."), a Texas corporation, having an address of 1200 Trend Drive, Carrollton, Texas 75006, is desirous of acquiring M.G.L.P.'s interest in said Mark, in order that M.G. Corp. will own 100% interest in the Mark;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ASSIGNMENT

On this 30th day of November, 1998,

M.G.L.P. does hereby assign, sell, transfer and set over to M.G. Corp. the entire right,

title and interest in and to the Mark "Miscellaneous Design" for the Mattress Giant Character and U.S. Trademark Application Serial No. 75/477,706 together with the goodwill which is connected to the retail bedding business with which such Mark is used and all convention and treaty rights of all kinds in all countries of the world with respect to the foregoing, all the aforementioned property and rights to be held and enjoyed by M.G. Corp. for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by M.G.L.P. prior to this Assignment together with all claims for damages by reason of past infringement of said Mark and with the right to sue for and collect the same.

REPRESENTATION AND WARRANTIES

As an inducement to M.G. Corp. to purchase the "Miscellaneous Design" mark, Serial No. 75/477,706, M.G.L.P. hereby represents and warrants to M.G. Corp. that, to the best of M.G. L.P.'s knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best of M.G.L.P.'s knowledge, M.G.L.P.'s use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither M.G. L.P., nor, to the best of M.G. L.P.'s knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has M.G.L.P. otherwise encumbered the Mark or any rights or interest therein. To the best of M.G.L.P.'s knowledge, M.G.L.P. and M.G. Corp. are the sole owners of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, M.G. L.P. warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. M.G.L.P. further represents that there are no claims, judgements or settlements to be paid by M.G.L.P. or, to the best of M.G. L.P.'s knowledge, any pending

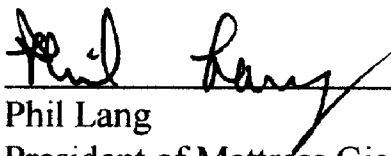
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claims or litigation, by or against M.G.L.P. or any prior owner of the Mark, relating to the Mark.

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



Phil Lang
President of Mattress Giant Corp., General
Partner of Mattress Giant Limited
Partnership



Phil Lang
President of Mattress Giant Corp.

ASSIGNMENT OF TRADEMARK RIGHTS

Assignor : Mattress Giant Limited Partnership, a Texas partnership
Assignee : Mattress Giant Corporation, a Texas corporation
Mark : **FOR THAT OOOH AHHH FEEL**
U.S. Registration No. : 2,187,369
Filing Date : March 24, 1997
Issue Date : September 8, 1998

RECITALS

WHEREAS, the above identified Assignor, Mattress Giant Limited Partnership (hereinafter "M.G. L. P."), a Texas partnership, having an address of 1200 Trend Drive, Carrollton, Texas 75006, is the owner of United States Trademark Registration No. 2,187,369 for "For That OOOH AHHH Feel" (sometimes hereinafter "Mark") in connection with retail bedding stores,

WHEREAS, the above identified Assignee, Mattress Giant Corporation, (hereinafter "M.G. Corp."), a Texas corporation, having an address of 1200 Trend Drive, Carrollton, Texas 75006, is desirous of acquiring said Mark;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ASSIGNMENT

On this 30th day of November, 1998,

M.G.L.P. does hereby assign, sell, transfer and set over to M.G. Corp. the entire right, title and interest in and to the Mark "For That OOOH AHHH Feel" and U.S. Trademark Registration No. 2,187,369 together with the goodwill which is connected to the retail bedding business with which such Mark is used and all convention and treaty rights of all

kinds in all countries of the world with respect to the foregoing, all the aforementioned property and rights to be held and enjoyed by M.G. Corp. for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by M.G.L.P. prior to this Assignment together with all claims for damages by reason of past infringement of said Mark and with the right to sue for and collect the same.

REPRESENTATION AND WARRANTIES

As an inducement to M.G. Corp. to purchase the "For That OOOH AHHH Feel" mark, Registration No. 2,187,369, M.G.L.P. hereby represents and warrants to M.G. Corp. that, to the best of M.G. L.P.'s knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best of M.G.L.P.'s knowledge, M.G.L.P.'s use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither M.G. L.P., nor, to the best of M.G. L.P.'s knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has M.G.L.P. otherwise encumbered the Mark or any rights or interest therein. To the best of M.G.L.P.'s knowledge, M.G.L.P. is the sole owners of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, M.G. L.P. warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. M.G.L.P. further represents that there are no claims, judgements or settlements to be paid by M.G.L.P. or, to the best of M.G. L.P.'s knowledge,

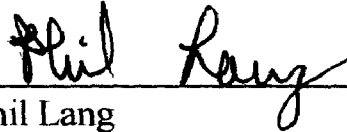
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any pending claims or litigation, by or against M.G.L.P. or any prior owner of the Mark, relating to the Mark.

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



Phil Lang
President of Mattress Giant Corp., General
Partner of Mattress Giant Limited
Partnership



Phil Lang
President of Mattress Giant Corp.