

Form PTO-1618A

Expires 06/30/99

02-29-2000

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

REC



EET

TRADEMARK

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

101257120

Docket: Mattress 2,3 USA

MPD 2-2-99

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

Submission Type

New

22

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  
Formerly \_\_\_\_\_

Execution Date: 11/30/98

Individual

General Partnership

Limited Partnership

Corporation

Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Texas

02/03/1999 00000091 73477706

01 FD 481  
02 FD 482

40.00 00  
25.00 00

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: 001997 FRAME: 0950

**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 3.41) \$ 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

**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 30<sup>th</sup> 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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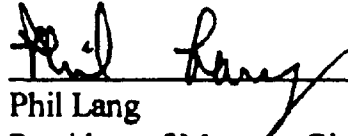
claims or litigation, by or against M.G.L.P. or any prior owner of the Mark, relating to the Mark.

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



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



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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 30<sup>th</sup> 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.

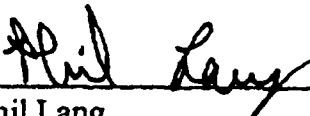
### REPRESENTATION AND WARRANTIES

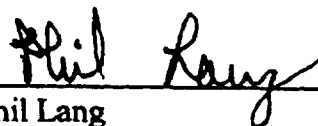
As an inducement to M.G. Corp. to purchase the "For That OOOH AHHH Feel" mark, Registration No. 2,187,369, M.G.L.P. hereby represents and warrants to M.G. Corp. that, to the best of M.G. L.P.'s knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best 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

  
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Phil Lang  
President of Mattress Giant Corp.