

12-21-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



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U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002001 FRAME: 0687

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**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 Application Number(s)**

**Registration Number(s)**

<input type="text" value="75 371,148"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

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.

Michael A. Lisi  
Name of Person Signing

  
Signature

11/23/99  
Date Signed

ASSIGNMENT made this 21<sup>st</sup> day of May, 1999, by and between NATIONWIDE MATTRESS GIANTS, INC., a Pennsylvania corporation with a principal address at 3800 Frankford Avenue, Philadelphia, Pennsylvania 19124 ("Assignor"), and THE SPORTS AUTHORITY MICHIGAN, INC., a Michigan corporation, with a principal address at 306 South Washington, Suite 224, Royal Oak, Michigan 48067 ("Assignee").

WHEREAS, Assignor owns, has used continuously since December, 1995 or earlier, and is using the trade name, trademark and service mark THE MATTRESS AUTHORITY and related logotypes in interstate commerce on and in connection with a retail store services featuring furniture and bedding, and owns U.S. Trademark Application Ser. No. 75-371,148 in International Class 35 for the same mark (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all of its right, title, and interest in and to the Marks together with the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights of renewal, and all rights to sue for and receive all damages occurring from past infringing uses of the Marks. Assignor warrants that to its knowledge it has good and valid title to the Marks, including any applications and/or registrations therefor.

Assignor agrees that as may be reasonably requested by Assignee, at Assignee's expense, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment, as well as provide such other material, information, or assistance as Assignee may consider necessary. This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

NATIONWIDE MATTRESS GIANTS, INC.

THE SPORTS AUTHORITY MICHIGAN, INC.

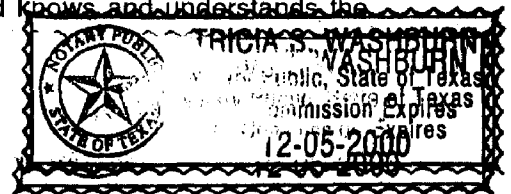
By: *Phil Lang*  
Phil Lang, President

By: *Michael A. Lisi*  
Michael A. Lisi, SVP, General Counsel  
& Secretary

State of ~~Pennsylvania~~ Texas )  
County of Dallas )

Phil Lang, being duly sworn, did depose and say this 27<sup>th</sup> day of May, 1999 that he is an officer of NATIONWIDE MATTRESS GIANTS, INC., that he is authorized to execute this Assignment on behalf of said corporation, that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

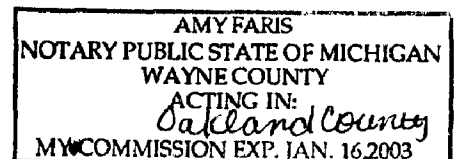
*Tricia S. Washburn*  
Notary Public; My commission expires:  
12/05/2000



State of Michigan )  
County of Oakland )

Michael A. Lisi, being duly sworn, did depose and say this 20<sup>th</sup> day of May, 1999 that he is an officer of THE SPORTS AUTHORITY MICHIGAN, INC., that he is authorized to execute this Assignment on behalf of said corporation, that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

*Amy Faris*  
Notary Public; My commission expires:



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