

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
Mattress King, Inc.		07/30/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Mattress Discounters Group, LLC		
Composed Of:	COMPOSED OF Roomstore, Inc. Ray Bojanowski		
Street Address:	12501 Patterson Ave.		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23238		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3371327	MATTRESS KING	
Registration Number:	1820280	MATTRESS KING	
CORRESPONDENCE DATA			
Fax Number:	(877)446-4298		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7572164578		
Email:	joel@ankneylaw.com		
Correspondent Name:	Joel Ankney		
Address Line 1:	192 Ballard Ct.		
Address Line 2:	Suite 310		
Address Line 4:	Virginia Beach, VIRGINIA 23462		
NAME OF SUBMITTER:	Joel Ankney		
Signature:	/Joel Ankney/		

OP \$65.00 3371327

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**TRADEMARK
 REEL: 004305 FRAME: 0079**

Date:

10/27/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Mattress King, Inc. (doing business as Mattress King), a Virginia corporation with an address at 6000 B West Broad Street, Richmond, Virginia 23230 ("Assignor"), has in connection with Assignor's goods and services adopted, used or had bona fide intent to use, and is the owner of the trademarks listed on **Schedule A** attached hereto and made a part hereof, and the goodwill associated therewith (the "Marks"); and

WHEREAS, Mattress Discounters Group, LLC, a Virginia limited liability corporation, having its principal place of business at 12501 Patterson Avenue, Richmond, Virginia 23238 ("Assignee"), desires to acquire all right, title and interest in and to the Marks; and

NOW, THEREFORE, in consideration of the promises and covenants in this Trademark Assignment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Assignor does hereby assign, transfer and convey to Assignee, its successors, assigns, and legal representatives, all right, title and interest throughout the United States in and to the Marks, including all common law rights therein, all registrations and applications for registration thereof, and all of its goodwill associated therewith. This assignment includes, without limitation, all rights to file applications directed to and obtain registrations for the Marks and to bring actions and recover damages for any and all past, present and future infringement of the Marks in any and all jurisdictions throughout the United States. This assignment also includes, without limitation, all rights to act as opponent in any opposition or cancellation proceeding relating to the Marks. Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing and defending its rights in the Marks. Assignor further agrees to provide Assignee with any materials and to execute any documents that Assignee believes would be beneficial to evidence the transfer of the rights to the Marks, and the filing, prosecution and maintenance of any applications to register the Marks.

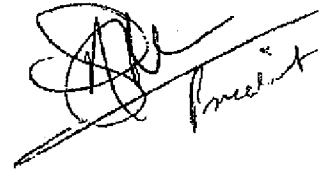
IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of July 30, 2010.

ASSIGNORBy: Name: Anil GulatiTitle: PresidentDate: 7/29/2010

SCHEDULE A

MARKS

1. MATTRESS KING & Design, Ser. No. 77/005,239, Reg. No. 3,371,327,
Filed 9-22-2006. (See attachment)
2. MATTRESS KING & Design, Ser. No. 74-383,090, Reg. No. 1,820,280,
Filed 4-27-1993. (See attachment)

A handwritten signature in black ink, appearing to be "S. Gulati", with a long horizontal stroke extending to the right.