

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
Winco Bedding USA LLC		04/27/2011	COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Mattress Firm, Inc.		
Street Address:	5815 Gulf Freeway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77023		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3090339	HAMPTON & RHODES	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-547-2040		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	IP Section		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	42032.112		
NAME OF SUBMITTER:	Mark Tidwell		
Signature:	/Mark Tidwell/		
Date:	05/09/2011		
Total Attachments: 2 source=42032112_Assignment-000001#page1.tif source=42032112_Assignment-000002#page1.tif			

OP \$40.00 3090339

ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is effective as of the ___ day of April, 2011, by and among Winco Bedding USA LLC ("Assignor"), a Texas limited liability company with a principle place of business at 2700 E Hwy 31, P.O. Box 2126, Corsicana, Texas 75151; and Mattress Firm, Inc. ("Assignee"), a Delaware Corporation with a principle place of business at 5815 Gulf Freeway Houston, Texas 77023. The Assignor and Assignee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor is the owner of certain trademarks, service marks and trade names, including, but not limited to common law rights in these marks, as represented by the trademarks and their associated registrations and applications as follows:

HAMPTON & RHODES

U.S. Reg. No. 3,090,339

collectively referred to as "Trademarks".

WHEREAS, the Assignor desires to transfer to the Assignee the Trademarks and all goodwill therein, including, without limitation, all domestic and foreign rights, registrations and applications related thereto, and the Assignee desires to receive the Trademarks;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

Assignor hereby assigns, transfers and conveys to the Assignee, its successors and assigns, (i) the Assignor's entire right, title and interest in and to the Trademarks and all associated registrations and applications, both domestic and foreign, together with all goodwill associated with and symbolized by the Trademarks; and (ii) all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks.

Assignor represents and warrants that it is the owner U.S. Reg. No. 3,090,339.

Assignor represents and warrants that it has continuously used the Trademarks represented by U.S. Reg. No. 3,090,339, since the first use in commerce date set forth in the registration.

Assignor acknowledges and agrees that it has not executed and will not execute any agreement in conflict herewith. Assignor acknowledges and agrees that all facts set forth herein are true and correct.

Assignor acknowledges Assignee's rights in the Trademarks by virtue of this Assignment, and Assignor will make no attempt, either directly or indirectly, to erode or challenge those rights or undertake any act inconsistent with Assignee's rights, including but not limited to, attempting to register the Trademarks, or any marks similar thereto, or bringing any action or proceeding to contest the validity of the Trademarks, or any marks similar thereto.

As of the effective date of this Assignment, Assignor knows of no other actual or potential claims or actions or use by third parties that would impair or have a tendency to impair the value of the Trademarks or is inconsistent with Assignee's exclusive rights in the Trademarks.

Assignor hereby acknowledges that the entire beneficial interest in the Trademarks and to which the above registration relates is irrevocably vested in the Assignee.

Assignor will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives effective as of the day and year first above written.

Winco Bedding USA LLC

By: Carroll Moran

Name: CARROLL MORAN

Title: CEO

STATE OF Texas §

COUNTY OF Navarro §

Personally appeared before me this 27 day of April, 2011, Carroll Moran, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public: Julie Ann Moore

My Commission expires: 10-15-2011

(SEAL)

