

**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 Giant Corporation		09/03/2013	CORPORATION: 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: 11**

Property Type	Number	Word Mark
Registration Number:	1738789	MATTRESS GIANT
Registration Number:	2176086	NATIONWIDE DISCOUNT SLEEP CENTERS
Registration Number:	2187369	FOR THAT OOOH AH HH FEEL
Registration Number:	2354497	MATTRESS GIANT
Registration Number:	2746704	GIANT GUARD
Registration Number:	2804643	SHOP SMART. SLEEP BETTER.
Registration Number:	2896781	CATCH SOME Z'S
Registration Number:	2838329	ZZZZZZZZ
Registration Number:	3504629	MATTRESS GIANT
Registration Number:	3674337	JUST LIKE HEAVEN LUXURY HOTEL LINENS
Registration Number:	3787181	READY CLICK GO

**CORRESPONDENCE DATA**

Fax Number: 9542395769

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**900268817**

**TRADEMARK  
 REEL: 005130 FRAME: 0271**

**OP \$290.00 1738789**

*via US Mail.*

Phone: 954-646-1175  
Email: lal@theleblancfirm.com  
Correspondent Name: Lee Anne LeBlanc, Esq.  
Address Line 1: 1835 E. Hallandale Beach Blvd. # 344  
Address Line 4: Hallandale, FLORIDA 33009

ATTORNEY DOCKET NUMBER:	MG-MF ASSIGNMENT
NAME OF SUBMITTER:	Lee Anne LeBlanc, Esquire
Signature:	/lee anne leblanc/
Date:	10/14/2013

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK RIGHTS

Assignor: Mattress Giant Corporation, a Texas Corporation

Assignee: Mattress Firm, Inc., a Delaware Corporation

### RECITALS

**WHEREAS**, the above identified Assignor, Mattress Giant Corporation (sometimes hereinafter "Assignor"), a Texas corporation with a business address of 5815 Gulf Freeway, Houston, Texas, 77023, is the owner of the following United States Trademark Registrations:

- No. 1738789 for "MATTRESS GIANT"  
in connection with retail bedding stores, Class 42
- No. 2176086 for "NATIONWIDE DISCOUNT SLEEP CENTERS"  
in connection with retail store services featuring furniture and bedding, Class 35
- No. 2187369 "FOR THAT OOOH AHHH FEEL"  
in connection with retail bedding stores, Class 35
- No. 2354497 for "MATTRESS GIANT (and Logo)"  
in connection with retail bedding stores, Class 35
- No. 2746704 for "GIANT GUARD"  
In connection with application of fabric protection to mattresses, Class 40
- No. 2804643 for "SHOP SMART. SLEEP BETTER."  
in connection with retail bedding stores, Class 35
- No. 2896781 for "CATCH SOME Z'S"  
in connection with retail store services featuring mattresses and pillows, Class 35
- No. 2838329 for "ZZZZZZZZ and design"  
in connection with retail bedding stores, Class 35
- No. 3504629 for "MATTRESS GIANT" (Bookman bold typeface)  
in connection with retail store services featuring mattresses, beds, headboards, footboards, mattress protectors, bedspreads, comforters, sheets and pillows, Class 35
- No. 3674337 for "JUST LIKE HEAVEN LUXURY HOTEL LINENS"  
in connection with bed linens, namely, sheets, fitted sheets, flat sheets, pillow cases, duvets and duvet covers, Class 24
- No. 3787181 for "READY CLICK GO"  
in connection with on-line ordering service in the field of retail bedding, Class 35

(sometimes hereafter collectively referred to as "Marks").

**WHEREAS**, the above identified Assignee, Mattress Firm, Inc. (sometimes hereinafter "Assignee"), A Delaware corporation with a business address of 5815 Gulf Freeway, Houston, Texas, 77023, is desirous of acquiring said Marks;

## **ASSIGNMENT OF TRADEMARK RIGHTS**

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

### **ASSIGNMENT**

On this 3rd day of September, 2013,

Mattress Giant Corporation does hereby assign, sell, transfer and set over to Mattress Firm, Inc. the entire right, title and interest in and to the above-identified Marks and corresponding U.S. Registrations together with the goodwill which is connected to the above-listed products/services with which the Marks are used and all convention and treaty rights of all kinds in all countries of the world with respect to the following, all of the aforementioned property and rights to be held and enjoyed by Mattress Firm, Inc. 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 Mattress Giant Corporation prior to this Assignment together with all claims for damages by reason of past infringement of the Marks and with the right to sue for and collect the same.

### **REPRESENTATIONS AND WARRANTIES**

As an inducement to Assignee to purchase the Marks and U.S. Registrations, Assignor hereby represents and warrants to Assignee that, to the best of Assignor's knowledge, the Marks are subsisting and are neither invalid nor unenforceable, in whole or in part; and to the best of Assignor's knowledge, Assignor's use of the Marks is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither Assignor nor, to the best of Assignor's knowledge, any prior owner of the Marks, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has Assignor otherwise encumbered the Marks or any rights or interest therein. To the best of Assignor's knowledge, Assignor is the sole owner of the Marks, which are 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 Marks. Moreover, Assignor 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 Marks. Assignor further represents that there are no claims, judgments or settlements to be paid by Assignor or, to the best of Assignor's knowledge, any pending claims or litigation, by or against Assignor or any prior owner of the Marks, relating to the Marks.

## ASSIGNMENT OF TRADEMARK RIGHTS

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



Printed Name: Kindel L. Elam  
Title: Secretary  
Mattress Giant Corporation



Printed Name: Jim R. Black  
Title: Vice President and Treasurer  
Mattress Firm, Inc.