

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mattress People, LLC		11/12/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NE Mattress People, LLC		
<b>Street Address:</b>	5815 Gulf Freeway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77023		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85474927	MATTRESS PEOPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-651-5000		
<b>Email:</b>	ipdocketing@haynesboone.com		
<b>Correspondent Name:</b>	Haynes and Boone, LLP		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 2:</b>	IP Section		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	42032.4		
<b>NAME OF SUBMITTER:</b>	Mark Tidwell		
<b>Signature:</b>	/Mark Tidwell/		

OP \$40.00 85474927

Date:

11/13/2013

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT (this "Assignment")**

WHEREAS, Mattress People, LLC, a Delaware limited liability company ("Assignor"), is the owner of the entire right, title and interest in and to the trademark identified in Appendix A hereto (the "Mark"); and

WHEREAS, NE Mattress People, LLC, a Delaware limited liability company, is desirous of purchasing and acquiring ownership of the Mark;

NOW, THEREFORE, Assignor does hereby sell, assign, transfer and deliver to Assignee for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title and interest in and to the Mark, including, but not limited to, the right to file applications for registrations of the Mark and any rights assigned under this Assignment, any and all existing applications and registrations related to the Mark and any and all goodwill attached to and symbolized by the Mark or otherwise associated with the Mark; the same to be held and enjoyed by Assignee, for its own use, and for its successors, legal representatives and assigns as fully and entirely as the same would have been held by Assignor had this Assignment not been made. Assignor assigns and further transfers to Assignee any cause of action whatsoever Assignor may have for past, present or future infringement of the Mark, together with the right to bring suit for any such infringement and to seek and receive damages and other relief or remedies arising from any such infringement.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to effect the transfer of the Mark as contemplated by this Assignment;

AND Assignor hereby grants Assignee or counsel therefor the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or Patent and Trademark Offices of other jurisdictions, for recordation of this document:

Executed this 12 day of November, 2013.

ASSIGNOR:

MATTRESS PEOPLE, LLC

By: 

Philip Busker, President

ASSIGNEE:

NE MATTRESS PEOPLE, LLC

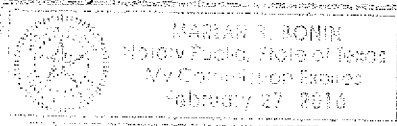
By: 

Philip Busker, President

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

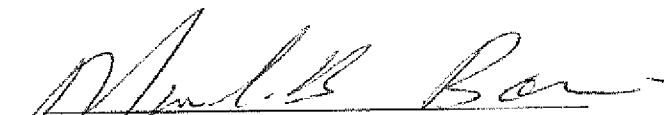
This instrument was acknowledged before me on the 12 day of November, 2013, by Philip Busker, President of Mattress People, LLC, a Delaware limited liability company, on behalf of said limited liability company.

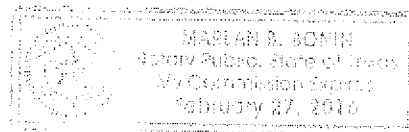
  
Notary Public, State of Texas



THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12 day of November, 2013, by Philip Busker, President of NE Mattress People, LLC, a Delaware limited liability on behalf of said limited liability company.

  
Notary Public, State of Texas



**APPENDIX A**

<b>Mark</b>	<b>Description</b>	<b>Serial No.</b>
MATTRESS PEOPLE	IC 035. US 100 101 102. G & S: Retail store services featuring mattresses.	85474927