

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Mattress Co., Inc.		09/08/2014	CORPORATION: PENNSYLVANIA
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:	4182166	LEAVE THE REST TO US	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713.547.2551		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Mark A. Tidwell		
Address Line 1:	Haynes and Boone, LLP		
Address Line 2:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	42032.4		
NAME OF SUBMITTER:	Mark Tidwell		
SIGNATURE:	/Mark Tidwell/		
DATE SIGNED:	11/05/2014		
Total Attachments: 5			
source=Best Mattress - Assignment of IP#page1.tif			
source=Best Mattress - Assignment of IP#page2.tif			
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OP \$40.00 4182166

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made and entered into effective as of September 8, 2014, by and between Best Mattress Co., Inc., a Pennsylvania corporation ("*Assignor*"), and Mattress Firm, Inc., a Delaware corporation ("*Assignee*"). The Assignor and the Assignee may be referred to herein individually as a "*Party*" and collectively as the "*Parties*." Capitalized terms not otherwise defined in this Assignment shall have the meaning set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor is the owner of all right, title and interest in and to the registered trademark "LEAVE THE REST TO US"®, USPTO No. 4,182,166, Registration Date: July 31, 2012 (the "*Trademark*");

WHEREAS, the Assignor and the Assignee, among others, have entered into an Asset Purchase Agreement dated as of August 18, 2014 (the "*Purchase Agreement*"), pursuant to which, among other things, the Assignor is selling, conveying, assigning, transferring and delivering to the Assignee, and the Assignee is purchasing and acquiring all of the Assignor's right, title and interest in and to the Trademark and all goodwill therein and relating thereto in the manner and as specified in the Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, its entire right, title, and any and all interests in and to the Trademark and all goodwill therein and relating thereto according to the terms of this Assignment;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. ASSIGNMENT

The Assignor hereby transfers, releases and assigns to the Assignee, and its successors, assigns, and legal representatives, and the Assignee accepts, all of Assignor's right, title, and any and all interest and benefit in and to: (i) the Trademark, including Registration No. 4,182,166; (ii) all goodwill of the business symbolized by the Trademark; (iii) any state or common law rights in the Trademark; and (iv) all claims for damages by reason of past infringement of the Trademark, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors and assigns.

ARTICLE II. ASSISTANCE; ADDITIONAL ACTIONS

The Assignor agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of the Assignee, any and all documents and instruments reasonably requested by Assignee to evidence, record, or effectuate this Assignment, or to assist the Assignee in applying for or obtaining any trademarks or any other registrations relating to the Trademark, or to take or cause to be taken such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, the Assignor agrees to:

- (a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Trademark; and

(b) provide testimony in connection with any proceeding affecting the rights, title, interest, or benefit of the Assignee in and to the Trademark.

ARTICLE III. ACKNOWLEDGMENT OF RIGHTS

SECTION 3.1 Acknowledgement by the Assignor. In furtherance of this Assignment, the Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to the Assignor's right, title, interest in and standing to:

- (a) receive all rights and benefits pertaining to the Trademark;
- (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Trademark; and
- (c) defend and comprise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement.

SECTION 4.2 Survival. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 4.3 Third-Party Beneficiaries. This Assignment shall not confer any rights upon any person not a Party.

SECTION 4.4 Further Assurances. The Assignor and the Assignee shall execute and deliver from time to time hereafter, upon written request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

SECTION 4.5 Binding Effect. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the Parties.

SECTION 4.6 Governing Law. This Assignment shall be construed under the laws of the State of Texas, without giving effect to conflicts-of-laws principles thereof.

SECTION 4.7 Severability. In the event that any term of this Assignment is held to be invalid or unenforceable, such term or terms shall be null and void and shall be severed from this Assignment. All remaining terms of this Assignment shall remain in full force and effect.

SECTION 4.8 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format"

(“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of an original Assignment for all purposes. Minor variations in the form of signature pages of this Assignment, including footers from earlier versions of this Assignment, shall be disregarded in determining a Party’s intent or the effectiveness of such signature.

[SIGNATURES ON THE FOLLOWING PAGE]

Assignment. All remaining terms of this Assignment shall remain in full force and effect.


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[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR:

BEST MATTRESS CO., INC.

By: 
Name: Joseph Krausk
Title: President

ASSIGNEE:

MATTRESS FIRM, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR:

BEST MATTRESS CO., INC.

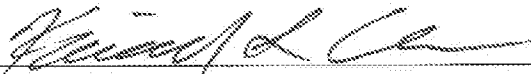
By: _____

Name:

Title:

ASSIGNEE:

MATTRESS FIRM, INC.

By:  _____

Name: Kindel L. Elam

Title: Executive Vice President + General Counsel