

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
NE Mattress People, LLC		07/31/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mattress Firm, Inc.		
<b>Street Address:</b>	10201 South Main Street		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77025		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4296359	MATTRESS PEOPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000795		
<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>			
<b>Phone:</b>	214-651-5193		
<b>Email:</b>	cynthia.holland@haynesboone.com		
<b>Correspondent Name:</b>	Haynes and Boone, LLP Trademark Dept		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	42032.4_82191		
<b>NAME OF SUBMITTER:</b>	Cynthia Holland		
<b>SIGNATURE:</b>	/Cynthia Holland/		
<b>DATE SIGNED:</b>	01/19/2018		
<b>Total Attachments: 3</b>			
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source=Trademark Assignment - NE Mattress People LLC to Mattress Firm - fully executed#page2.tif			
source=Trademark Assignment - NE Mattress People LLC to Mattress Firm - fully executed#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is made effective as of July 31, 2016 (the "*Effective Date*"), by NE Mattress People, LLC, a Delaware corporation ("*Assignor*"), and Mattress Firm, Inc., a Delaware corporation ("*Assignee*").

### RECITALS

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "*Trademarks*").

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

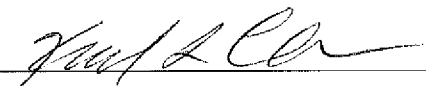
Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

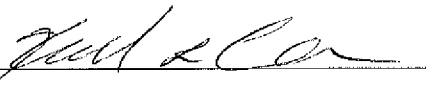
*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**NE MATTRESS PEOPLE, LLC**

**MATTRESS FIRM, INC.**

By: 

By: 

Name: Kindel L Elam

Name: Kindel L Elam

Title: Secretary

Title: General Counsel

*[Signature page to Trademark Assignment]*

**EXHIBIT A**

<b>Mark</b>	<b>Application / Registration No.</b>	<b>Jurisdiction</b>
MATTRESS PEOPLE	85/474927 4296359	U.S.