

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mattress Tech Enterprises, LLC		10/21/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Mattress Warehouse, Inc.		
Street Address:	4949 New Design Road		
City:	Frederick		
State/Country:	MARYLAND		
Postal Code:	21703		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4495855	CHESWICK MANOR	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<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:	3012305242		
Email:	evonvorys@shulmanrogers.com		
Correspondent Name:	Eric J. von Vorys		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	Sixth Floor		
Address Line 4:	Potomac, MARYLAND 20854		
NAME OF SUBMITTER:	Eric J. von Vorys		
SIGNATURE:	/EricJvonVorys/		
DATE SIGNED:	10/26/2020		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARK AND DOMAIN NAMES AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AND DOMAIN NAMES AGREEMENT ("Agreement"), dated and effective as of October 21, 2020 (the "Effective Date"), is made by and between Mattress Tech Enterprises, LLC, a limited liability company existing under the laws of the Commonwealth of Virginia located at P.O. Box 2750, Merrifield, Virginia 22116-2750 ("MTE") and Mattress Warehouse, Inc., a corporation existing under the laws of the State of Maryland located at 4949 New Design Road, Frederick, Maryland 21703 ("Mattress Warehouse").

RECITALS

A. MTE is the sole and exclusive owner of the mark CHESWICK MANOR covering mattresses and box springs (the "Mark"), along with the goodwill of the business associated therewith.

B. MTE registered the Mark at the U.S. Patent and Trademark Office (U.S. Reg. No. 4,495,855) as shown by the official records (the "Registration").

C. MTE also owns those two (2) certain domain names: (i) cheswickmanor.com and (ii) cheswickmanor.net registered with the GoDaddy.com domain name registrar (the "Domain Names").

D. On September 30, 2020, the parties hereto executed that certain Trademark Sale and Exclusive Marketing Agreement (the "Sale Agreement").

E. In connection with the Sale Agreement, MTE desires by means of this Agreement to assign, convey, transfer and deliver to Mattress Warehouse all of MTE's rights in the Trademark, the Registration and the Domain Names.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. MTE hereby assigns, conveys, transfers and delivers unto Mattress Warehouse all of MTE's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, along with the Registration, the same to be held and enjoyed by Mattress Warehouse for its own use, and for the term or terms for which said Registration has been, and will be, registered as fully and entirely as the same would have been held and enjoyed by MTE, including all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said Trademark, or Registration or injury to the said goodwill, and the right to sue for and recover the same in its, Mattress Warehouse's, own name.

2. MTE further agrees as soon as practical to transfer the Domain Names to Mattress Warehouse. Without limiting the foregoing, MTE agrees to perform promptly all actions required by GoDaddy.com to complete the conveyance and transfer of the Domain Names to Mattress Warehouse.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws principles.

4. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable any other provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

5. Following the execution of this Agreement, each party shall perform such acts and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

6. This Agreement may be executed in one or more counterparts, all of which shall, when taken together, be considered one and the same instrument. The parties agree that facsimile or electronic signatures shall constitute originals to bind a party.

7. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties through their authorized representatives have caused this Agreement to be executed as of the Effective Date above written.

MATTRESS TECH ENTERPRISES, LLC

MATTRESS WAREHOUSE, INC.

By: _____



Lee Tappman, President

By: _____



Bill L. Papadimitriou, President