

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642346

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900605870		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doze, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mattress Firm, Inc.		
Street Address:	10201 South Main Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5487023	DOZE	
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:	210-978-7404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	42032.650US01		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	04/26/2021		
Total Attachments: 3			
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source=Redacted Assignment for Doze Trademark#page3.tif			

**BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated effective as of December 31, 2020 (this "*Bill of Sale*"), is being delivered by Doze, LLC, a Delaware limited liability company ("*Doze LLC*") [REDACTED] ("*Assignor*"), to Mattress Firm, Inc., a Delaware corporation ("*Assignee*"). Capitalized terms not otherwise defined in this Bill of Sale shall have the meaning set forth in the Asset Purchase Agreement (defined below).

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WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 31, 2020 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell, transfer, convey and assign to Assignee, and Assignee has agreed to acquire and assume from Assignor, all of Assignor's right, title and interest in and to the Assets in accordance with the provisions of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is required to execute and deliver this Bill of Sale in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby grants, assigns, transfers and conveys to Assignee and its successors and assigns, and Assignee hereby accepts and assumes, all of Assignor's right, title and interest in and to: (a) the "Doze" brand, including without limitation, the registered trademark "Doze" ®, USPTO No. 5487023, Registration Date: June 5, 2018 (the "*Trademark*"), and its associated registrations and applications (both domestic and foreign), all common law rights associated with the "Doze" brand, and all intellectual property rights thereto and to the Trademark; (b) the Domain Name, and all content on, and the look and feel of, the Website, including, but not limited to page layouts, graphics, and online forms and scripts used on the Website, and all intellectual property rights thereto; and (c) all other Assets, including the goodwill and going value concern of the "Doze" brand, the Trademark and the Domain Name.
2. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor but on behalf of and for the benefit of Assignee (a) to institute or prosecute, in the name of Assignor or otherwise, all proceedings which Assignee may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the Assets, (b) to defend and compromise any and all actions, suits or proceedings in respect of any of the Assets; and (c) to do all such acts and things in relation thereto as Assignee shall deem desirable. Assignor agrees that the foregoing powers are coupled with an interest, and from this date forward, Assignee has succeeded to Assignor's right, title, interest in and standing to: (x) receive all rights and benefits pertaining to the Assets; (y) institute and prosecute all suits and proceedings and take

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all actions that 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 Assets; and (z) 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 Assignee, in its sole discretion, deems advisable.

3. Without limiting the foregoing, Assignor, for itself and its successors and assigns, further covenants and agrees with Assignee and its successors and assigns that Assignor will execute and deliver such other bills of sale, transfers, assignments and other instruments of conveyance, provide testimony in connection with any proceeding affecting the rights, title and interest, or benefit of Assignee in and to the Assets, and will do such other acts as may be reasonably required by Assignee to effectuate the transfer contemplated by the immediately preceding paragraph.
4. This Bill of Sale is made pursuant to, and is subject to the terms and conditions of, the Asset Purchase Agreement. Nothing contained herein is intended to or shall modify or amend or otherwise change in any manner the rights and obligations of the parties under the Asset Purchase Agreement and in the event of any conflict between this Bill of Sale and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
5. This Bill of Sale shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale.
6. This Bill of Sale and the rights and obligations of the parties hereunder will be governed by and construed under the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other law.
7. This Bill of Sale may be executed in counterparts (including by means of facsimile signature pages), each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

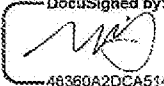
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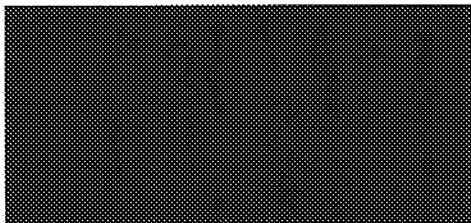
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IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale on the day and year first above written.

ASSIGNOR:

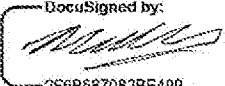
DOZE, LLC

By:  DocuSigned by:
46380A2DCA514BE...
Marcelo Altamiranda
Authorized Person

 *DML*

ASSIGNEE:

MATTRESS FIRM, INC.

By:  DocuSigned by:
2F68587082BE400...
Maarten Jager
Chief Financial Officer