

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739855

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900689571

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tempur World, LLC		03/01/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Mattress Warehouse, Inc.
<b>Street Address:</b>	4949 New Design Road
<b>City:</b>	Frederick
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21703
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	1237826	MATTRESS WAREHOUSE
<b>Registration Number:</b>	1949000	MATTRESS WAREHOUSE

## CORRESPONDENCE DATA

**Fax Number:** 3012302891  
*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.*

**Phone:** 3012305242  
**Email:** evonvorys@shulmanrogers.com  
**Correspondent Name:** Eric John von Vorys  
**Address Line 1:** 12505 Park Potomac Avenue  
**Address Line 2:** Sixth Floor  
**Address Line 4:** Potomac, MARYLAND 20854

<b>ATTORNEY DOCKET NUMBER:</b>	114851.002
<b>NAME OF SUBMITTER:</b>	Eric J. von Vorys
<b>SIGNATURE:</b>	/EricJvonVorys/
<b>DATE SIGNED:</b>	07/08/2022

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK AGREEMENT**

**THIS ASSIGNMENT OF TRADEMARK AGREEMENT** (“Agreement”), dated and effective as of March 1, 2022 (the “Effective Date”), is made by and between Tempur World, LLC, a Delaware limited liability company located at 1000 Tempur Way, Lexington, Kentucky 40511 (“Tempur World”) and Mattress Warehouse, Inc., a Maryland corporation located at 4949 New Design Road, Frederick, Maryland 21703 (“Mattress Warehouse”).

**RECITALS**

A. Tempur World is the sole and exclusive owner of the mark **MATTRESS WAREHOUSE**, used with and without design elements, in connection with retail bedding, mattress and bedding accessory store services (the “Marks”), along with the goodwill of the business associated therewith.

B. Tempur World is the owner of two (2) federal trademark registrations for **MATTRESS WAREHOUSE & Sun Design**, Reg. No. 1,237,826 and **MATTRESS WAREHOUSE & Tent Design**, U.S. Reg. No. 1,949,000 issued by the U.S. Patent and Trademark Office, as shown by the official records and as set forth in Schedule A hereto (the “Registrations”).

C. On September 1, 2020, the parties hereto entered into that certain Incentive Agreement, subsequently amended on November 1, 2021 (the “Incentive Agreement”).

D. In connection with the Incentive Agreement, Tempur World desires by means of this Agreement to assign, convey, transfer and deliver to Mattress Warehouse all of Tempur World's rights in the Marks and the Registrations.

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

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

3. 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.

4. 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.

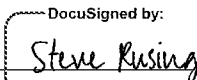
5. This Agreement may be executed in one or more counterparts, all of which shall, when taken together, be considered one and the same instrument. For purposes of this Agreement, any executed copy of this Agreement made by reliable electronic means (e.g., photocopy, pdf, etc.) is deemed an original.

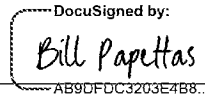
6. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter. No changes, supplements, addenda, or amendments to this Agreement 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.

**TEMPUR WORLD, LLC**

**MATTRESS WAREHOUSE, INC.**

By:  Steve Rusing, President of U.S. Sales

By:  Bill J. Papettas, President & CEO

**SCHEDULE A**  
**ASSIGNED REGISTRATIONS**

U.S. Reg. No. 1237826	 The logo for mattress warehouse, featuring the word "mattress" in a lowercase sans-serif font, a circular sunburst icon, and the word "warehouse" in a lowercase sans-serif font.
U.S. Reg. No. 1949000	 The logo for MATTRESS WAREHOUSE, featuring the word "MATTRESS" in a stylized, outlined, uppercase font, a small icon of a house or warehouse, and the word "WAREHOUSE" in a stylized, outlined, uppercase font.