



COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non Recordation)  
Document ID # 100963433

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveying Party

URD 6.14.99

Name Mattress Giant, Inc.  
Formerly \_\_\_\_\_

Execution Date: 11/30/98

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name Mattress Giant Corporation  
 DBA/AKA/TA \_\_\_\_\_  
 Composed of \_\_\_\_\_  
 Address (line 1) 1200 Trend Drive  
 Address (line 2) Carrollton, Texas 75006  
 Address (line 3) \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Texas

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name N/A  
Address (line 1)  
Address (line 2)  
Address (line 3)  
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number: (954) 927-8863

Name Lee Anne LeBlanc, Esquire  
Address (line 1) 1749 E. Hallandale Beach Blvd.  
Address (line 2) Suite 344  
Address (line 3) Hallandale, Florida  
Address (line 4) 33009

**Pages** Enter the total number of pages of the attached conveyance document(s) including any attachments. #2

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH Numbers for the same property).

Trademark Applications Numbers(s)

Registration Number(s)

1,738,789

**Number of Properties**

Enter the total number of properties involved. # 1

**Fee Amount**

Fee Amount for Properties Lists (37 CFR 3.41) Previously submitted \$ 40.00


Method of Payment: Enclosed  Deposit Account   
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #  
authorization to charge additional fees: yes  no

**Statement and Signature**

to the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lee Anne LeBlanc, Esquire

  
Signature

6/11/99  
Date Signed

02-08-1999

RECC



SHEET

TRADEMARK

OMB No. 0651-0011 (exp. 4/94)

100963433

Docket: Mattress 1 USA

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MPLD 2-1-99

Submission Type

- New
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Document ID # \_\_\_\_\_
- Correction of PTO Error  
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Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
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Conveying Party

Name Mattress Giant, Inc.  
Formerly \_\_\_\_\_

Execution Date: 11/30/98

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Florida

02/05/1999 SBURMS 00000092 1738789

01 FC:481 40.00 GP

Receiving Party

Mark if additional names of receiving parties attached

Name Mattress Giant Corporation  
 DBA/AKA/TA \_\_\_\_\_  
 Composed of \_\_\_\_\_  
 Address (line 1) 1200 Trend Drive  
 Address (line 2) Carrollton, Texas 75006  
 Address (line 3) \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
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TRADEMARK  
REEL: 001915 FRAME: 0312

## ASSIGNMENT OF TRADEMARK RIGHTS

Assignor : Mattress Giant, Inc., a Florida corporation  
Assignee : Mattress Giant Corporation, a Texas corporation  
Mark : **MATTRESS GIANT**  
U.S. Registration No. : 1,738,789  
Filing Date : August 26, 1991  
Issue Date : December 8, 1992

### **RECITALS**

WHEREAS, the above identified Assignor, Mattress Giant, Inc. (hereinafter "M.G., Inc."), a Florida corporation, having an address of 3070 West Hallandale Beach Blvd., Hallandale, Fl. 33009, is the owner of United States Trademark Registration No. 1,738,789 for "Mattress Giant" (sometimes hereinafter "Mark") in connection with retail bedding stores,

WHEREAS, the above identified Assignee, Mattress Giant Corporation, (hereinafter "M.G. Corp."), a Texas corporation, having an address of 1200 Trend Drive, Carrollton, Texas 75006, is desirous of acquiring said Mark;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **ASSIGNMENT**

On this 30<sup>th</sup> day of November, 1998,

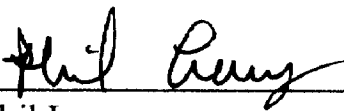
M.G., Inc. does hereby assign, sell, transfer and set over to M.G. Corp. the entire right, title and interest in and to the Mark "Mattress Giant" and U.S. Registration No. 1,738,789, together with the goodwill which is connected to the retail bedding business with which such Mark is used and all convention and treaty rights of all kinds in all countries of the world with respect to the foregoing, all the aforementioned property and rights to be held and

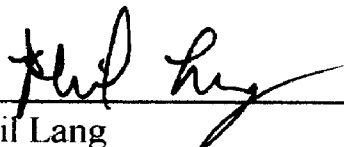
enjoyed by M.G. Corp. for its own use, benefit and behalf and for the use, benefit and behalf of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by M.G., Inc. prior to this Assignment together with all claims for damages by reason of past infringement of said Mark and with the right to sue for and collect the same.

## REPRESENTATION AND WARRANTIES

As an inducement to M.G. Corp. to purchase the "Mattress Giant" mark, U.S. Registration No. 1,738,789, M.G., Inc. hereby represents and warrants to M.G. Corp. that, to the best of M.G., Inc.'s knowledge, the Mark is subsisting and is not invalid or unenforceable, in whole or in part; and to the best of M.G., Inc.'s knowledge, M.G., Inc.'s use of the Mark is exclusive throughout the United States and does not infringe any rights owned or possessed by any third party; and neither M.G., Inc., nor, to the best of M.G., Inc.'s knowledge, any prior owner of the Mark, assigned or granted any rights or licenses to any person or entity which have not been terminated prior to the date hereof, nor has M.G., Inc. otherwise encumbered the Mark or any rights or interest therein. To the best of M.G., Inc.'s knowledge, it is the sole owner of the Mark, which is free and clear of any liens, charges and encumbrances, and no other person or entity has or shall have any claim of ownership with respect to the Mark. Moreover, M.G., Inc. warrants that it has the full right, power and authority to enter into this Agreement and assign, transfer and sell all of the right, title and interest in and to the Mark. M.G., Inc. further represents that there are no claims, judgements or settlements to be paid by M.G., Inc. or, to the best of M.G., Inc.'s knowledge, any pending claims or litigation, by or against M.G., Inc. or any prior owner of the Mark, relating to the Mark.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

  
\_\_\_\_\_  
Phil Lang  
President of Mattress Giant, Inc.

  
\_\_\_\_\_  
Phil Lang  
President of Mattress Giant Corp.