TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sleep America, LLC		01/06/2015	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Mattress Firm, Inc.
Street Address:	5815 Gulf Freeway
City:	Houston
State/Country:	TEXAS
Postal Code:	77023
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2993968	SLEEP AMERICA
Registration Number:	2260533	SLEEP AMERICA
Registration Number:	2989470	WHERE AMERICA GOES TO SLEEP
Registration Number:	4451706	NO MATTER HOW YOU SLEEP, WE HAVE YOUR PI

CORRESPONDENCE DATA

Fax Number: 2142000795

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: 214-651-5193
Email: cynthia.holland@haynesboone.com
Correspondent Name: Haynes and Boone, LLP Trademark Dept
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	42032.211-214
NAME OF SUBMITTER:	Cynthia Holland
SIGNATURE:	/Cynthia Holland/
DATE SIGNED:	06/24/2015

Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "***Assignment***") is made and entered into effective as of January 6, 2015, by and between Sleep America, LLC, an Arizona limited liability company (the "***Assignor***"), and Mattress Firm, Inc., a Delaware corporation (the "***Assignee***"). The Assignor and the Assignee may be referred to herein individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms not otherwise defined in this Assignment shall have the meaning set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor is the owner of all right, title and interest in and to the registered trademarks set forth on Schedule A attached hereto (the "***Trademarks***");

WHEREAS, the Assignor and the Assignee, among others, have entered into an Asset Purchase Agreement dated as of November 5, 2014 (the "***Purchase Agreement***"), pursuant to which, among other things, the Assignor is selling, conveying, assigning, transferring and delivering to the Assignee, and the Assignee is purchasing and acquiring all of the Assignor's right, title and interest in and to the Trademarks and all goodwill therein and relating thereto in the manner and as specified in the Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, its entire right, title, and any and all interests in and to the Trademarks and all goodwill therein and relating thereto according to the terms of this Assignment;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. ASSIGNMENT

The Assignor hereby transfers, releases and assigns to the Assignee, and its successors, assigns, and legal representatives, and the Assignee accepts, all of Assignor's right, title, and any and all interest and benefit in and to: (i) the Trademarks, including Registration No. 2,993,968, Registration No. 2,260,533, Registration No. 2,989,470 and Registration No. 4,451,706; (ii) all goodwill of the business symbolized by the Trademarks; (iii) any state or common law rights in the Trademarks; and (iv) all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors and assigns.

ARTICLE II. ASSISTANCE; ADDITIONAL ACTIONS

The Assignor agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of the Assignee, any and all documents and instruments reasonably requested by Assignee to evidence, record, or effectuate this Assignment, or to assist the Assignee in applying for or obtaining any trademarks or any other registrations relating to the Trademarks, or to take or cause to be taken such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, the Assignor agrees to:

(a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Trademarks; and

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(b) provide testimony in connection with any proceeding affecting the rights, title, interest, or benefit of the Assignee in and to the Trademarks.

ARTICLE III. ACKNOWLEDGMENT OF RIGHTS

SECTION 3.1 Acknowledgement by the Assignor. In furtherance of this Assignment, the Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to the Assignor's right, title, interest in and standing to:

(a) receive all rights and benefits pertaining to the Trademarks;

(b) institute and prosecute all suits and proceedings and take all actions that the 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 Trademarks; and

(c) 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 the Assignee, in its sole discretion, deems advisable.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement.

SECTION 4.2 Survival. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 4.3 Third-Party Beneficiaries. This Assignment shall not confer any rights upon any person not a Party.

SECTION 4.4 Further Assurances. The Assignor and the Assignee shall execute and deliver from time to time hereafter, upon written request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

SECTION 4.5 Binding Effect. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the Parties.

SECTION 4.6 Governing Law. This Assignment shall be construed under the laws of the State of Texas, without giving effect to conflicts-of-laws principles thereof.

SECTION 4.7 Severability. In the event that any term of this Assignment is held to be invalid or unenforceable, such term or terms shall be null and void and shall be severed from this Assignment. All remaining terms of this Assignment shall remain in full force and effect.

SECTION 4.8 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format"

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(".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of an original Assignment for all purposes. Minor variations in the form of signature pages of this Assignment, including footers from earlier versions of this Assignment, shall be disregarded in determining a Party's intent or the effectiveness of such signature.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR:

SLEEP AMERICA, LLC

By: _____

Name: Robert Masson

Title: Manager

ASSIGNEE:

MATTRESS FIRM, INC.

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR:

SLEEP AMERICA, LLC

By:_____
Name:
Title:

ASSIGNEE:

MATTRESS FIRM, INC.

By: Alex W
Name: Alex Weiss
Title: Executive Vice President + Chief Financial Officer

Schedule A - Trademarks

Trade-mark	Reg. No.	Wares/Services	Status
SLEEP AMERICA	2,993,968	services	Registered (expires September 13, 2015) Owned by Sleep America LLC
Sleep America	2,260,533	services	Registered (expires July 13, 2019) Owned by Sleep America LLC
WHERE AMERICA GOES TO SLEEP	2,989,470	services	Registered (expires August 30, 2015) Owned by Sleep America LLC
NO MATTER HOW YOU SLEEP, WE HAVE YOUR PILLOW!	4,451,706	wares and services	Registered (expires December 17, 2023) Owned by Sleep America LLC