

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SINT, LLC		03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
1800MATTRESS.COM IP, LLC		03/30/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Serial Number:	77927699	ALL THINGS SLEEP
Serial Number:	85507670	COMFORT THAT LASTS A LIFETIME
Serial Number:	85098812	DEFINE YOUR SLEEP. DEFINE YOURSELF. EXPRESSIONS
Serial Number:	77875221	EXPRESSIONS *BLISS
Serial Number:	77875223	EXPRESSIONS *HARMONY
Serial Number:	77875228	EXPRESSIONS *RAPTURE
Serial Number:	77875232	EXPRESSIONS *SERENITY
Serial Number:	85015553	HONEST ADVICE AT THE RIGHT PRICE
Serial Number:	85428251	MATTRESS MATCHMAKER
Serial Number:	85026425	S SLEEPYS TOPPERS COMFORTERS PILLOWS SHEETS ESTABLISHED 1957 COMPLETE BED SET CAMPUS SHOP
Registration Number:	3083802	1-800-SLEEPING

OP \$2415.00 77927699

Registration Number:	1946855	1-800-SLEEPY'S
Registration Number:	1728378	1-800-TRY-A-BED
Registration Number:	3808343	1/3 OF ALL AMERICANS WON'T SLEEP WELL TONIGHT.
Registration Number:	3812031	25 OF YOUR FIRST 75 YEARS ARE SPENT IN BED.
Registration Number:	3797376	A BETTER TOMORROW STARTS WITH A BETTER NIGHT'S SLEEP.
Registration Number:	3808340	A BETTER TOMORROW STARTS WITH A GREAT NIGHT'S SLEEP.
Registration Number:	3886435	A BETTER WAY TO BUY A MATTRESS
Registration Number:	3797375	A GREAT DAY STARTS WITH A GREAT NIGHT'S SLEEP . . .
Registration Number:	3808345	A MATTRESS IS THE MOST IMPORTANT PURCHASE OF YOUR LIFETIME.
Registration Number:	1037070	BEDDING CENTERS
Registration Number:	2172551	BETTER BEDDING
Registration Number:	3320605	COMPETITION CRUSHER GALLERY
Registration Number:	1689430	DEPARTMENT STORES HATE US, BUT YOU'RE GOING TO LOVE US!
Registration Number:	3851571	DESIGN YOUR SLEEP * DEFINE YOURSELF EXPRESSIONS
Registration Number:	3216453	FOR THE REST OF YOUR NIGHTS
Registration Number:	1225578	HAVE MORE FUN IN BED
Registration Number:	2130630	HONEST ADVICE. LOW PRICE.
Registration Number:	3414008	IT'S ALL ABOUT YOU!
Registration Number:	1186784	KLEINSLEEP
Registration Number:	3808342	MAKE LAST NIGHT YOUR LAST BAD NIGHT'S SLEEP.
Registration Number:	3379780	NEW & ALMOST NEW MATTRESSES
Registration Number:	1243238	OFF-TRACK BEDDING
Registration Number:	1566026	ORTHOPOSTURE
Registration Number:	1764518	ORTHO-POSTURE
Registration Number:	3797379	PUT YOUR MONEY INTO YOUR MATTRESS. NOT UNDER IT.
Registration Number:	3808339	RENEWABLE ENERGY STARTS WITH A GREAT NIGHT'S SLEEP.
Registration Number:	1733754	ROCKAWAY BEDDING CENTERS
Registration Number:	1728376	ROCKAWAY BEDDING
Registration Number:	3808346	SLEEP. IT'S THE NEW ALL-NIGHTER.
Registration Number:	2994829	SLEEP LIKE A "KING" FOR THE PRICE OF A "QUEEN"
Registration Number:	3800956	SLEEP WELL. DREAM BIG.
Registration Number:	3797378	SLEEP. YOUR MOST VALUABLE NATURAL RESOURCE

**TRADEMARK**

**REEL: 004758 FRAME: 0492**

Registration Number:	1033343	SLEEPY
Registration Number:	1265009	SLEEPY'S
Registration Number:	1547769	SLEEPY'S
Registration Number:	2469626	SLEEPY'S BRONZE
Registration Number:	1770677	SLEEPY'S CRUSHES THE COMPETITION
Registration Number:	3237987	SLEEPY'S DIRECT
Registration Number:	2469616	SLEEPY'S GOLD
Registration Number:	2322385	SLEEPY'S INCREDIBLE PRICE GUARANTEE
Registration Number:	2800712	SLEEPY'S PLATINUM
Registration Number:	2477820	SLEEPY'S PLATINUM PLUS
Registration Number:	2469615	SLEEPY'S SILVER
Registration Number:	2800711	SLEEPY'S SOLID GOLD
Registration Number:	3363311	SLEEPY'S THE #1 SLEEP SHOP IN THE COUNTRY
Registration Number:	3739598	SLEEPY'S THE MATTRESS PROFESSIONALS
Registration Number:	1265008	SLEEPY'S THE MATTRESS PROFESSIONALS WE'RE WIDE AWAKE TO SAVE YOU MONEY!
Registration Number:	3804602	SOUND ADVICE. SOUND INVESTMENT. SOUND ASLEEP.
Registration Number:	2265183	THE LAST "S" IN SLEEPY'S STANDS FOR SAVINGS
Registration Number:	1257589	THE MATTRESS PROFESSIONALS
Registration Number:	2953960	THE MOST TRUSTED NAME IN MATTRESSES
Registration Number:	3115008	THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS
Registration Number:	3748665	THE SLEEP PROFESSIONALS
Registration Number:	3797377	THERE'S NEVER BEEN A BETTER TIME TO GET A GREAT NIGHT'S SLEEP
Registration Number:	4029232	THERE IS NO SOUNDER INVESTMENT THAN SOUND ASLEEP.
Registration Number:	3800955	THIS IS A GREAT NIGHT'S SLEEP.
Registration Number:	1728377	TRY-A-BED
Registration Number:	2368899	WE GUARANTEE YOU A GOOD NIGHT'S SLEEP
Registration Number:	3918218	WE PROMISE YOU A GREAT NIGHT'S SLEEP
Registration Number:	1534859	WE'VE GOT YOUR MATTRESS
Registration Number:	3808341	WHAT WE KNOW ABOUT MATTRESSES WILL PUT YOU TO SLEEP.
Registration Number:	3800954	WITH A GREAT NIGHT'S SLEEP, EVERYTHING IS POSSIBLE
Registration Number:	3808344	YOUR MOST VALUABLE NATURAL RESOURCE. SLEEP.
Registration Number:	3027874	

Registration Number:	2139067	
Registration Number:	1728356	1-800-MATTRES, AND LEAVE OFF THE LAST THAT'S THE S FOR SAVINGS
Registration Number:	2915478	1-800-MATTRESS
Registration Number:	3803521	1-800-MATTRESS.COM
Registration Number:	3365489	1800MATTRESS.COM
Registration Number:	3027870	1-800-SU-COLCHON
Registration Number:	3364797	AMERICAN EXCELLENCE
Registration Number:	3384926	CALL CLICK COME IN
Registration Number:	1339658	DIAL A MATTRESS
Registration Number:	1748796	DIAL-A-MATTRESS
Registration Number:	1828682	DIAL-A-PEDIC
Registration Number:	3035231	HOW DID YOU SLEEP LAST NIGHT?
Registration Number:	3242233	HOW DID YOU SLEEP LAST NIGHT?
Registration Number:	2581984	LEAVE OFF THE LAST "S" FOR SAVINGS
Registration Number:	3396803	MATTRESS MENU
Registration Number:	3396806	MATTRESS MENU
Registration Number:	2644633	NATION'S PRIDE
Registration Number:	1757763	PHONE-A-MATTRESS
Registration Number:	3037957	SLEEP HAPPILY EVER AFTER
Registration Number:	1697217	THE BEDDING CONSULTANTS
Registration Number:	2374536	

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37876
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

04/17/2012

**Total Attachments: 14**

source=37876#page1.tif  
source=37876#page2.tif  
source=37876#page3.tif  
source=37876#page4.tif  
source=37876#page5.tif  
source=37876#page6.tif  
source=37876#page7.tif  
source=37876#page8.tif  
source=37876#page9.tif  
source=37876#page10.tif  
source=37876#page11.tif  
source=37876#page12.tif  
source=37876#page13.tif  
source=37876#page14.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 30, 2012 (this "**Agreement**"), between SINT, LLC, a Delaware limited liability company ("**SINT**"), 1800MATTRESS.COM IP, LLC, a New York limited liability company ("**1800mattress IP**" and together with SINT, the "**Grantors**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), among HMK Intermediate Holdings LLC, a Delaware limited liability company (the "**Borrower**"), HMK Mattress Holdings LLC, a Delaware limited liability company ("**Holdings**"), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Term Loan Guarantee and Collateral Agreement**"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Loan Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Loan Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full in cash of the Obligations, each Grantor pursuant to the Term Loan Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "**Patent and Trademark Collateral**"):

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I

hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

*provided*, however, that the foregoing pledge assignment and grant of security interest will not cover any (i) “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed) or (ii) permit, lease, license, contract or other instrument held by any Grantor on the date hereof or hereafter acquired (a) that, after giving effect to the applicable anti-assignment provisions of the New York UCC, validly prohibits the grant or creation by such Grantor of a security interest therein or thereon in favor of the Collateral Agent, or pursuant to which any such grant or creation would constitute a breach or default thereunder, or would result in the termination thereof, or would give rise to the right of any Person to terminate, or would require any consent under, any such permit, lease, license, contract or other instrument, and such prohibition, breach, default, termination or right to terminate has not been or is not waived or such consent has not been or is not otherwise obtained, or under applicable law such prohibition, breach, default, termination or right to terminate cannot be waived, *provided* that, in the case of any material permit, lease, license, contract or other instrument hereafter acquired, such Grantor has used commercially reasonable efforts to obtain a waiver of such provision and/or a consent to the grant and creation of a security interest in favor of the Collateral Agent or (b) to the extent that applicable law prohibits the creation of a security interest therein or thereon in favor of the Collateral Agent; *provided, further*, that the foregoing exceptions shall not include the right to receive any proceeds arising from any such applications, permits, leases, licenses, contracts or other instruments or any other rights referred to in Sections 9-406(f), 9-407(a) or 9-408(a) of the New York UCC or any Proceeds, substitutions or replacements of any such applications, permits, leases, licenses, contracts or other instruments (unless such Proceeds, substitutions or replacements would otherwise not be included in the foregoing pledge assignment and grant of security interest pursuant to the terms of this paragraph).

**SECTION 3. *Intercreditor Agreement.*** The terms set forth herein are subject to the Intercreditor Agreement, dated as of March 30, 2012, by and among the Borrower, Holdings, the Grantors and the other subsidiaries of the Borrower from time to time party thereto, Wells Fargo Bank, National Association, as ABL Agent (as defined therein), and the Collateral Agent.

SECTION 4. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Term Loan Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Term Loan Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Term Loan Guarantee and Collateral Agreement, the terms of the Term Loan Guarantee and Collateral Agreement shall govern.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

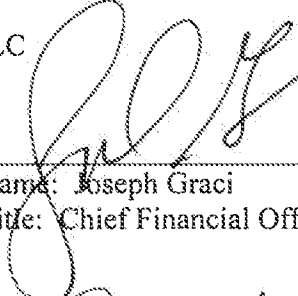
[*Signature Pages Follow*]



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

SINT, LLC

by

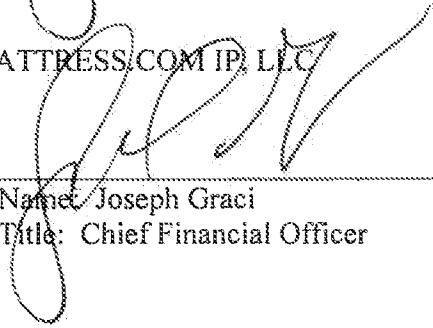


---

Name: Joseph Graci  
Title: Chief Financial Officer

1800MATTRESS.COM IP, LLC

by



---

Name: Joseph Graci  
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as  
Collateral Agent,

by

  
Name: John D. Toronto  
Title: Managing Director

by

  
Name: VIPUL DHADDA  
Title: ASSOCIATE

SCHEDULE I

Patents

None

SCHEDULE II

Trademarks

**SINT, LLC**

(i) Owned

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
1	Trademark	<b>1-800-SLEEPING</b>			
	78/511527	11/14/2004	3083802	4/18/2006	4/18/2016
2	Trademark	<b>1-800-SLEEPY'S</b>			
	74/630983	2/7/1995	1946855	1/9/1996	1/9/2016
3	Trademark	<b>1-800-TRY-A-BED</b>			
	74/148447	3/18/1991	1728378	10/27/1992	10/27/2012
4	Trademark	<b>1/3 OF ALL AMERICANS WON'T SLEEP WELL TONIGHT.</b>			
	77/759653	6/15/2009	3808343	6/22/2010	6/22/2020
5	Trademark	<b>25 OF YOUR FIRST 75 YEARS ARE SPENT IN BED.</b>			
	77/759674	6/15/2009	3812031	6/29/2010	6/29/2020
6	Trademark	<b>A BETTER TOMORROW STARTS WITH A BETTER NIGHT'S SLEEP.</b>			
	77/759601	6/15/2009	3797376	6/1/2010	6/1/2020
7	Trademark	<b>A BETTER TOMORROW STARTS WITH A GREAT NIGHT'S SLEEP.</b>			
	77/759628	6/15/2009	3808340	6/22/2010	6/22/2020
8	Trademark	<b>A BETTER WAY TO BUY A MATTRESS</b>			
	85/044637	5/21/2010	3886435	12/7/2010	12/7/2020
9	Trademark	<b>A GREAT DAY STARTS WITH A GREAT NIGHT'S SLEEP . . .</b>			
	77/759595	6/15/2009	3797375	6/1/2010	6/1/2020
10	Trademark	<b>A MATTRESS IS THE MOST IMPORTANT PURCHASE OF YOUR LIFETIME.</b>			
	77/759667	6/15/2009	3808345	6/22/2010	6/22/2020
11	Trademark	<b>ALL THINGS SLEEP</b>			
	77/927699	2/4/2010			
12	Trademark	<b>BEDDING CENTERS and Design (man in nightshirt)</b>			
	73/056058	6/25/1975	1037070	3/30/1976	3/30/2016
13	Trademark	<b>BETTER BEDDING</b>			
	75/252555	3/3/1997	2172551	7/14/1998	7/14/2018
14	Trademark	<b>COMFORT THAT LASTS A LIFETIME</b>			
	85/507670	1/3/2012			
15	Trademark	<b>COMPETITION CRUSHER GALLERY</b>			
	78/745679	11/2/2005	3320605	10/23/2007	10/23/2017
16	Trademark	<b>DEFINE YOUR SLEEP. DEFINE YOURSELF. EXPRESSIONS</b>			
	85/098812	8/3/2010			
17	Trademark	<b>DEPARTMENT STORES HATE US, BUT YOU'RE GOING TO LOVE US!</b>			
	74/148441	3/18/1991	1689430	5/26/1992	5/26/2012
18	Trademark	<b>DESIGN YOUR SLEEP * DEFINE YOURSELF EXPRESSIONS and Design</b>			
	77/876063	11/19/2009	3851571	9/21/2010	9/21/2020
19	Trademark	<b>EXPRESSIONS *BLISS</b>			
	77/875221	11/18/2009			
20	Trademark	<b>EXPRESSIONS *HARMONY</b>			
	77/875223	11/18/2009			
21	Trademark	<b>EXPRESSIONS *RAPTURE</b>			
	77/875228	11/18/2009			
22	Trademark	<b>EXPRESSIONS *SERENITY</b>			

<b>TRADEMARK INVENTORY</b>					
	<b>Application No</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Renewal Date</b>
	77/875232	11/18/2009			
23	Trademark	<b>FOR THE REST OF YOUR NIGHTS</b>			
	78/624948	5/6/2005	3216453	3/6/2007	3/6/2017
24	Trademark	<b>HAVE MORE FUN IN BED</b>			
	73/340970	12/10/1981	1225578	1/25/1983	1/25/2013
25	Trademark	<b>HONEST ADVICE AT THE RIGHT PRICE</b>			
	85/015553	4/16/2010			
26	Trademark	<b>HONEST ADVICE. LOW PRICE.</b>			
	75/250871	3/3/1997	2130630	1/20/1998	1/20/2018
27	Trademark	<b>IT'S ALL ABOUT YOU!</b>			
	77/096120	1/31/2007	3414008	4/22/2008	4/22/2018
28	Trademark	<b>KLEINSLEEP and Design</b>			
	73/261539	5/12/1980	1186784	1/19/1982	1/19/2012
29	Trademark	<b>MAKE LAST NIGHT YOUR LAST BAD NIGHT'S SLEEP.</b>			
	77/759634	6/15/2009	3808342	6/22/2010	6/22/2020
30	Trademark	<b>MATTRESS MATCHMAKER</b>			
	85/428251	9/21/2011			
31	Trademark	<b>NEW &amp; ALMOST NEW MATTRESSES</b>			
	77/145619	3/31/2007	3379780	2/5/2008	2/5/2018
32	Trademark	<b>OFF-TRACK BEDDING</b>			
	73/261616	5/12/1980	1243238	6/21/1983	6/21/2013
33	Trademark (New York)	<b>ORTHO POSTURE</b>			
			R29688	5/8/2001	5/8/2011
34	Trademark (Pennsylvania)	<b>ORTHO POSTURE</b>			
			2012166	3/11/1991	3/11/2011
35	Trademark	<b>ORTHOPOSTURE</b>			
	73/737633	6/27/1988	1566026	11/14/1989	11/14/2019
36	Trademark (New Jersey)	<b>ORTHO-POSTURE</b>			
			9596	12/7/1990	11/7/2010
37	Trademark	<b>ORTHO-POSTURE</b>			
	74/121897	12/10/1990	1764518	4/13/1993	4/13/2013
38	Trademark	<b>PUT YOUR MONEY INTO YOUR MATTRESS. NOT UNDER IT.</b>			
	77/759761	6/15/2009	3797379	6/1/2010	6/1/2020
39	Trademark	<b>RENEWABLE ENERGY STARTS WITH A GREAT NIGHT'S SLEEP.</b>			
	77/759622	6/15/2009	3808339	6/22/2010	6/22/2020
40	Trademark	<b>ROCKAWAY BEDDING CENTERS (Stylized)</b>			
	74/150028	3/22/1991	1733754	11/17/1992	11/17/2012
41	Trademark	<b>ROCKAWAY BEDDING</b>			
	74/148356	3/18/1991	1728376	10/27/1992	10/27/2012
42	Trademark	<b>S SLEEPY'S CAMPUS SHOP and Design</b>			
	85/026425	4/29/2010			
43	Trademark (Massachusetts)	<b>SLEEP CONCEPTS</b>			
			67636	10/18/2006	10/18/2016
44	Trademark (Rhode Island)	<b>SLEEP CONCEPTS</b>			
			610002	10/17/2006	10/17/2016
45	Trademark	<b>SLEEP. IT'S THE NEW ALL-NIGHTER.</b>			
	77/759679	6/15/2009	3808346	6/22/2010	6/22/2020
46	Trademark	<b>SLEEP LIKE A "KING" FOR THE PRICE OF A "QUEEN"</b>			
	78/436221	6/16/2004	2994829	9/13/2005	9/13/2015
47	Trademark	<b>SLEEP WELL. DREAM BIG.</b>			
	77/759606	6/15/2009	3800956	6/8/2010	6/8/2020
48	Trademark	<b>SLEEP. YOUR MOST VALUABLE NATURAL RESOURCE</b>			
	77/759619	6/15/2009	3797378	6/1/2010	6/1/2020
49	Trademark	<b>SLEEPY and Design (man in nightshirt, cap, and candle)</b>			
	73/056057	6/25/1975	1033343	2/10/1976	2/10/2016

<b>TRADEMARK INVENTORY</b>					
	<b>Application No</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Renewal Date</b>
50	Trademark	<b>SLEEPY'S</b>			
	73/377996	7/30/1982	1265009	1/24/1984	1/24/2014
51	Trademark	<b>SLEEPY'S and Design (reclining figure)</b>			
	73/756811	10/11/1988	1547769	7/11/1989	7/11/2019
52	Trademark	<b>SLEEPY'S BRONZE</b>			
	76/074867	6/21/2000	2469626	7/17/2001	7/17/2021
53	Trademark	<b>SLEEPY'S CRUSHES THE COMPETITION</b>			
	74/315695	9/21/1992	1770677	5/11/1993	5/11/2013
54	Trademark	<b>SLEEPY'S DIRECT</b>			
	78/463182	8/6/2004	3237987	5/1/2007	5/1/2017
55	Trademark	<b>SLEEPY'S GOLD</b>			
	76/073042	6/19/2000	2469616	7/17/2001	7/17/2021
56	Trademark	<b>SLEEPY'S INCREDIBLE PRICE GUARANTEE</b>			
	75/474774	4/27/1998	2322385	2/22/2000	2/22/2020
57	Trademark	<b>SLEEPY'S PLATINUM</b>			
	76/105627	8/9/2000	2800712	12/30/2003	12/30/2013
58	Trademark	<b>SLEEPY'S PLATINUM PLUS</b>			
	76/072490	6/16/2000	2477820	8/14/2001	8/14/2021
59	Trademark	<b>SLEEPY'S SILVER</b>			
	76/073041	6/19/2000	2469615	7/17/2001	7/17/2021
60	Trademark	<b>SLEEPY'S SOLID GOLD</b>			
	76/105626	8/9/2000	2800711	12/30/2003	12/30/2013
61	Trademark	<b>SLEEPY'S THE #1 SLEEP SHOP IN THE COUNTRY</b>			
	78/698744	8/23/2005	3363311	1/1/2008	1/1/2018
62	Trademark	<b>SLEEPY'S THE MATTRESS PROFESSIONALS and Design</b>			
	77/760730	6/16/2009	3739598	1/19/2010	1/19/2020
63	Trademark	<b>SLEEPY'S THE MATTRESS PROFESSIONALS WE'RE WIDE AWAKE TO SAVE YOU MONEY! and Design</b>			
	73/377987	7/30/1982	1265008	1/24/1984	1/24/2014
64	Trademark	<b>SOUND ADVICE. SOUND INVESTMENT. SOUND ASLEEP.</b>			
	77/759612	6/15/2009	3804602	6/15/2010	6/15/2020
65	Trademark	<b>THE LAST "S" IN SLEEPY'S STANDS FOR SAVINGS</b>			
	74/640223	3/1/1995	2265183	7/27/1999	7/27/2019
66	Trademark	<b>THE MATTRESS PROFESSIONALS</b>			
	73/378002	7/30/1982	1257589	11/15/1983	11/15/2013
67	Trademark	<b>THE MOST TRUSTED NAME IN MATTRESSES</b>			
	78/390693	3/25/2004	2953960	5/17/2005	5/17/2015
68	Trademark	<b>THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS</b>			
	78/390686	3/25/2004	3115008	7/11/2006	7/11/2016
69	Trademark	<b>THE SLEEP PROFESSIONALS</b>			
	77/692891	3/17/2009	3748665	2/16/2010	2/16/2020
70	Trademark	<b>THERE'S NEVER BEEN A BETTER TIME TO GET A GREAT NIGHT'S SLEEP</b>			
	77/759608	6/15/2009	3797377	6/1/2010	6/1/2020
71	Trademark	<b>THERE IS NO SOUNDER INVESTMENT THAN SOUND ASLEEP.</b>			
	77/759616	6/15/2009	4029232	9/20/2011	9/20/2021
72	Trademark	<b>THIS IS A GREAT NIGHT'S SLEEP.</b>			
	77/759571	6/15/2009	3800955	6/8/2010	6/8/2020
73	Trademark	<b>TRY-A-BED</b>			
	74/148357	3/18/1991	1728377	10/27/1992	10/27/2012
74	Trademark	<b>WE GUARANTEE YOU A GOOD NIGHT'S SLEEP</b>			
	75/816992	10/7/1999	2368899	7/18/2000	7/18/2020
75	Trademark	<b>WE PROMISE YOU A GREAT NIGHT'S SLEEP</b>			
	85/015551	4/16/2010	3918218	2/8/2011	
76	Trademark	<b>WE'VE GOT YOUR MATTRESS</b>			
	73/752229	9/16/1988	1534859	4/11/1989	4/11/2019
77	Trademark	<b>WHAT WE KNOW ABOUT MATTRESSES WILL PUT YOU TO SLEEP.</b>			
	77/759630	6/15/2009	3808341	6/22/2010	6/22/2020

<b>TRADEMARK INVENTORY</b>					
	<b>Application No</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Renewal Date</b>
78	Trademark	<b>WITH A GREAT NIGHT'S SLEEP, EVERYTHING IS POSSIBLE</b>			
	77/759561	6/15/2009	3800954	6/8/2010	6/8/2020
79	Trademark	<b>YOUR MOST VALUABLE NATURAL RESOURCE. SLEEP.</b>			
	77/759661	6/15/2009	3808344	6/22/2010	6/22/2020
80	Trademark	<b>Design Only (mirrored image of lowercase letter 'k')</b>			
	78/483182	9/14/2004	3027874	12/13/2005	12/13/2015
81	Trademark	<b>Design Only (sleeping couple)</b>			
	75/260243	3/19/1997	2139067	2/24/1998	2/24/2018

**1800mattress.com IP, LLC**

(i) Owned:

<b>TRADEMARK INVENTORY</b>					
	<b>Application No</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Renewal Date</b>
1	Trademark	<b>1-800-MATTRES, AND LEAVE OFF THE LAST S THAT'S THE S FOR SAVINGS</b>			
	74/108279	10/19/1990	1728356	10/27/1992	10/27/2012
2	Trademark	<b>1-800-MATTRESS</b>			
	76/290744	7/27/2001	2915478	1/4/2005	1/4/2015
3	Trademark	<b>1-800-MATTRESS.COM</b>			
	77/069615	12/21/2006	3803521	6/15/2010	6/15/2020
4	Trademark	<b>1800MATTRESS.COM and Design</b>			
	77/191658	5/29/2007	3365489	1/8/2008	1/8/2018
5	Trademark	<b>1-800-SU-COLCHON</b>			
	78/483007	9/14/2004	3027870	12/13/2005	12/13/2015
6	Trademark	<b>AMERICAN EXCELLENCE</b>			
	77/159601	4/18/2007	3364797	1/8/2008	1/8/2018
7	Trademark	<b>CALL CLICK COME IN and Design</b>			
	77/215742	6/26/2007	3384926	2/19/2008	2/19/2018
8	Trademark	<b>DIAL A MATTRESS</b>			
	73/450411	10/31/1983	1339658	6/4/1985	6/4/2015
9	Trademark	<b>DIAL-A-MATTRESS and Design</b>			
	74/156218	4/11/1991	1748796	1/26/1993	1/26/2013
10	Trademark	<b>DIAL-A-PEDIC</b>			
	74/396264	6/1/1993	1828682	3/29/1994	3/29/2014
11	Trademark	<b>HOW DID YOU SLEEP LAST NIGHT?</b>			
	78/503762	10/21/2004	3035231	12/27/2005	12/27/2015
12	Trademark	<b>HOW DID YOU SLEEP LAST NIGHT?</b>			
	78/931113	7/17/2006	3242233	5/15/2007	5/15/2017
13	Trademark	<b>LEAVE OFF THE LAST "S" FOR SAVINGS</b>			
	76/290769	7/27/2001	2581984	6/18/2002	6/18/2012
14	Trademark	<b>MATTRESS MENU</b>			
	78/953466	8/16/2006	3396803	3/11/2008	3/11/2018
15	Trademark	<b>MATTRESS MENU</b>			
	78/957421	8/22/2006	3396806	3/11/2008	3/11/2018
16	Trademark	<b>NATION'S PRIDE</b>			
	78/071417	6/28/2001	2644633	10/29/2002	10/29/2012
17	Trademark	<b>PHONE-A-MATTRESS</b>			
	74/112084	11/5/1990	1757763	3/9/1993	3/9/2013
18	Trademark	<b>SLEEP HAPPILY EVER AFTER</b>			
	78/512825	11/8/2004	3037957	1/3/2006	1/3/2016
19	Trademark	<b>THE BEDDING CONSULTANTS</b>			
	74/108222	10/19/1990	1697217	6/23/1992	6/23/2012
20	Trademark	<b>Design Only (mattress and keypad logo)</b>			



TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
	75/618050	1/11/1999	2374536	8/8/2000	8/8/2020

INTERNATIONAL APPLICATIONS AND REGISTRATIONS					
	Country	Registration #	Registration Date	Status	Renewal Date
1	Canada	<b>1-800-MATTRESS</b>			
		TMA651830	10/28/2005	Registered	10/28/2020
2	Canada	<b>DIAL A MATTRESS</b> <b>Owner: Dial A Mattress Inc.</b>			
		TMA408285	2/19/1993	Registered	2/19/2023
3	Canada	<b>DIAL A MATTRESS and DESIGN (old phone logo)</b> <b>Owner: Dial A Mattress Inc.</b>			
		TMA426433	4/22/1994	Registered	4/22/2024
4	European Union Community Trademark	<b>DIAL A MATTRESS</b>			
		002019370	2/21/2003	Registered	12/19/2020
5	France	<b>DIAL A MATTRESS</b>			
		1657835	4/25/1991	Registered	4/25/2021
6	Germany	<b>DIAL A MATTRESS</b>			
		2907856	6/13/1995	Registered	5/31/2021
7	Greece	<b>DIAL A MATTRESS</b>			
		104952A	7/10/1991	Registered	7/10/2021
8	Italy	<b>DIAL A MATTRESS</b>			
		1447684	5/3/1991	Registered	5/3/2021
9	Mexico	<b>1-800-SU COLCHON</b>			
		922,008	2/27/2006	Registered	9/12/2015
10	Spain	<b>1-800-SU-COLCHON</b>			
		2,643,377MX	3/14/2005	Registered	3/14/2015
11	Spain	<b>DIAL A MATTRESS</b>			
		1,636,685	5/20/1991	Registered	5/20/2021

[[3339258]]