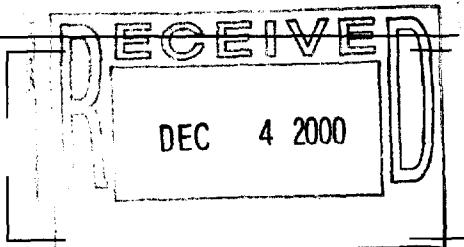


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



12-22-2000



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

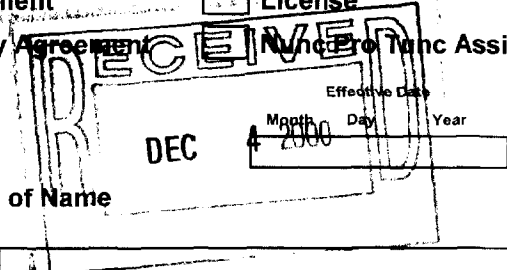
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101466270
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Non-Proprietary Assignment



Mark if additional names of conveying parties attached

Conveying Party

Name Mattress Giant Corporation

Execution Date
Month Day Year
07 31 2000

Formerly

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

Receiving Party

Mark if additional names of conveying parties attached

Name Fleet Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 5950 Sherry Lane, Suite 300

Address (line 2)

Address (line 3) Dallas

Texas

75225

- Individual
- Corporation
- Other
- General Partnership
- Association
- Limited Partnership
- Citizenship/State of Incorporation/Organization Rhode Island

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only

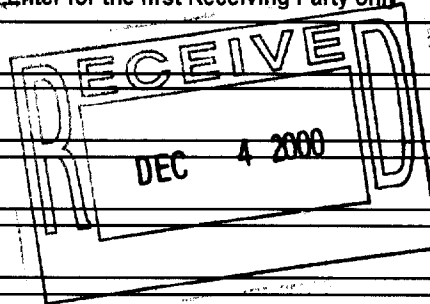
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

214-745-5374

Name

James J. Murphy

Address (line 1)

WINSTEAD SECHREST & MINICK P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

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 Application Number(s)

Registration Number(s)

75/699965

1738789

2332620

75/802538

2123959

2354497

75/911944

2187369

Number of Properties

Enter the total number of properties involved.

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 215.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2426

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.

Richard "Rocky" L. Schwartz

Name of Person Signing

Signature

November 30, 2000

Date Signed

09-22-2000



101466270

TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

83100

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 # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Mattress Giant Corporation Execution Date Month 07 Day 31 Year 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____ 75699965

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of conveying parties attached

Name Fleet Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5950 Sherry Lane, Suite 300

Address (line 2) _____

Address (line 3) Dallas City Texas State/Country 75225 Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Rhode Island

FOR OFFICE USE ONLY

09/21/2000 MTHA11 00000257 75699965

01-FC-401
02-FC-402

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Exp Mail No
EM 5706256

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

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

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

75/699965

75/802538

75/911944

1738789

2123959

2187369

2332620

2354497

Number of Properties

Enter the total number of properties involved.

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 215.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

Deposit Account Number:

23-2426

Authorization to charge additional fees:

Yes

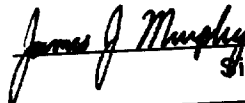
No

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.

James J. Murphy

Name of Person Signing



Signature

August 30, 2000

Date Signed
EMS70622.S61US

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of July 31, 2000, is executed by Mattress Giant Corporation, a Texas corporation (the "Grantor"), in favor of Fleet Capital Corporation, a Rhode Island corporation, with an office at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225, as documentation agent for the Lenders ("Documentation Agent").

RECITALS:

A. Mattress Giant Acquisition Corporation, a Delaware corporation, and certain of its subsidiaries (collectively, the "Borrowers"), the lenders party thereto from time to time (the "Lenders"), the Documentation Agent and Bank One, Texas, NA, as Administrative Agent (the Documentation Agent and the Administrative Agent hereinafter collectively referred to as the "Agents") have entered into that certain Amended and Restated Credit Agreement dated as of July 31, 2000 (as the same may be restated, amended, supplemented or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Grantor has granted to the Documentation Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Grantor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Agents' and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, the parties hereto agree as follows:

1. Grantor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Credit Agreement, to Documentation Agent for the pro rata benefit of the Lenders, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to Grantor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS - Page 1

Exhibit No. EMS7062256105
TRADEMARK

REEL: 002202 FRAME: 0646

Revolving Credit Loan Commitments and the Term Loan Commitment (each as defined in the Credit Agreement) have terminated, the Documentation Agent shall release its security interest in Grantor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. Grantor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks other than Permitted Liens (as defined in the Credit Agreement).

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Documentation Agent and Grantor. This Assignment shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Documentation Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Documentation Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

GRANTOR:

MATTRESS GIANT CORPORATION

By: Phil Lang
Name: Phil Lang
Title: President

DOCUMENTATION AGENT:

FLEET CAPITAL CORPORATION,
as Documentation Agent

By: Rosemary Davis
Rosemary Davis
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me on this day personally appeared Phil Lang, the President of Mattress Giant Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

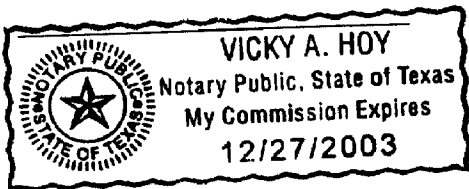
Given under my hand and seal this 31st day of July, 2000.

[SEAL]

My Commission Expires:

Vicky A. Hoy
Notary Public - State of Texas

Vicky A. Hoy
Printed Name of Notary Public



THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

Before me on this day personally appeared Rosemary Davis, the Vice President of Fleet Capital Corporation, a Rhode Island corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

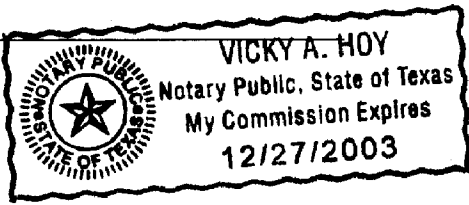
Given under my hand and seal this 31st day of July, 2000.

[S E A L]

My Commission Expires:

Vicky A. Hoy
Notary Public - State of Texas

Vicky A. Hoy
Printed Name of Notary Public



DAL 3345686.3
333:9095-236

EXHIBIT A

Trademarks

MATTRESS GIANT

STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged

GOODS/SERVICES: RETAIL BEDDING STORES

REG. NO.: 1,738,789

REGISTERED: December 8, 1992

FILED: August 26, 1991

**ORIGINAL APPLICANT: MATTRESS GIANT, INC. (Florida Corporation),
3070 WEST HALLANDALE BEACH BOULEVARD, HALLANDALE, FL,
33009, USA (United States of America)**

**ASSIGNEE(S): MATTRESS GIANT CORPORATION (Texas Corporation),
1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United
States of America)**

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

RENEWAL DUE: December 8, 2002

MATTRESS GIANT and Design

STATUS: Registered

GOODS/SERVICES: RETAIL BEDDING STORES

REG. NO.: 2,354,497

REGISTERED: June 6, 2000

FILED: May 1, 1998

**ORIGINAL APPLICANT: MATTRESS GIANT LIMITED PARTNERSHIP (Texas
Partnership), 1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006,
USA (United States of America)**

**ASSIGNEE(S): MATTRESS GIANT CORPORATION (Texas Corporation),
1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United
States of America)**

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

RENEWAL DUE: June 6, 2010

SECTIONS 8 & 15 DUE: June 6, 2005 - June 6, 2006

SPRINGSIDE BEDDING

STATUS: Pending

GOODS/SERVICES: BEDDING

SERIAL NO.: 75-699,965

FILED: May 6, 1999

**ORIGINAL APPLICANT: MATTRESS GIANT CORPORATION (Texas
Corporation), 1200 TREND DRIVE, ADDISON, TX (Texas), 75001, USA
(United States of America)**

SLEEP ENHANCER

STATUS: Registered

**GOODS/SERVICES: WIRED REMOTE CONTROLLED MASSAGE UNIT TO BE
INSERTED UNDER THE MATTRESS FOR REDUCTION OF TENSION**

REG. NO.: 2,332,620

REGISTERED: March 21, 2000

FILED: April 26, 1999

**ORIGINAL APPLICANT: MATTRESS GIANT CORPORATION (Texas
Corporation), 1200 TREND DRIVE, ADDISON, TX (Texas), 75001, USA
(United States of America**

RENEWAL DUE: March 21, 2010

SECTIONS 8 & 15 DUE: March 21, 2005 - March 21, 2006

MATTRESS MAGIC

STATUS: Registered

GOODS/SERVICES: RETAIL BEDDING STORES

REG. NO.: 2,123,959

REGISTERED: December 23, 1997

**ORIGINAL APPLICANT: PERMA SLEEP, CORPORATION (Florida
Corporation), 3070 W. HALLANDALE BEACH BLVD., HALLANDALE, FL
(Florida), 33009, USA (United States of America)**

**ASSIGNEE(S): MATTRESS GIANT CORPORATION (Texas Corporation),
1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United
States of America)**

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

RENEWAL DUE: December 23, 2007

SECTION 8 & 15 DUE: December 23, 2002 - December 23, 2003

1-800-GIANT BED (MISC. DESIGN)

STATUS: Pending/ Published for Opposition 6/20/00

GOODS/SERVICES: RETAIL BEDDING STORES

SERIAL NO.: 75/802,538

FILED: SEPTEMBER 20, 1999

**ORIGINAL APPLICANT: MATTRESS GIANT CORPORATION (Texas
Corporation), 1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United
States of America)**

GIANT'S BEST

STATUS: Pending

GOODS/SERVICES: BED FRAMES

SERIAL NO.: 75/911,944

FILED: FEBRUARY 7, 2000

**ORIGINAL APPLICANT: MATTRESS GIANT CORPORATION (Texas
Corporation), 1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United
States of America)**

FOR THAT OOOH AHHH FEEL

STATUS: Registered

GOODS/SERVICES: RETAIL BEDDING STORES

REG. NO.: 2,187,369

REGISTERED: September 8, 1998

ORIGINAL APPLICANT: MATTRESS GIANT I LIMITED PARTNERSHIP (Texas Limited partnership), 1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United States of America)

ASSIGNEE(S): MATTRESS GIANT CORPORATION (Texas Corporation), 1200 TREND DRIVE, CARROLLTON, TX (Texas), 75006, USA (United States of America)

Assignor(s): MATTRESS GIANT LIMITED PARTNERSHIP (Texas Limited partnership)

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

RENEWAL DUE: September 8, 2008

SECTION 8 & 15 DUE: September 8, 2003 - September 8, 2004