

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Interest Termination & Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Finova Mezzanine Capital, Inc.		10/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Mattress Venture, L.P.
Street Address:	5815 Gulf Freeway
City:	Houston
State/Country:	TEXAS
Postal Code:	77023
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1915716	THE MATTRESS FIRM

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213)683-6339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Claudia Immerzeel

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT
TERMINATION AND RELEASE

This Trademark Security Agreement Termination and Release (this "Termination") is made as of this 11th day of October, 2004, by Finova Mezzanine Capital, Inc. ("Secured Party"). All capitalized terms used herein not elsewhere defined in this Termination shall have the meanings set forth in the below defined Security Agreement.

R E C I T A L S

A. Pursuant to the terms of that certain Security Agreement recorded as of August 10, 1999 (the "Security Agreement"), between Secured Party and The Mattress Venture, L.P., a Texas limited partnership ("Venture"), Venture granted to Secured Party a security interest in certain collateral (the "Trademark Collateral"), including without limitation the registered trademarks and trademark applications listed on Exhibit A attached hereto.

B. Secured Party desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

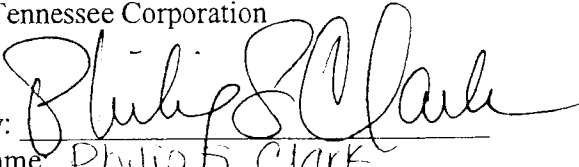
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Secured Party does hereby covenant and agree as follows:

1. The Security Agreement is hereby terminated, Secured Party's security interest in the Trademark Collateral (including without limitation the trademark registrations listed in Exhibit A) is hereby released, and Secured Party hereby reassigns to Venture any and all right, title and interest in and to the Trademark Collateral conveyed to Secured Party (if any) pursuant to the Security Agreement and/or any other agreement.

2. Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination.

IN WITNESS WHEREOF, Secured Party has duly executed this Termination as of the day and year first above written.

Finova Mezzanine Capital, Inc.
a Tennessee Corporation

By: 
Name: Philip S. Clark
Title: VP

Address: 500 Church Street
Suite 200
Nashville, Tennessee 37402

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE]

Exhibit A

The Registered Tradename: "The Mattress Firm"

Registered: August 29, 1995 – Registration No.: 1,915,716

Serial Number: 74-563,971

Re-Registered: February 26, 2003

Security Agreement - Reel/Frame: 1946/0767