

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mattress Giant Corporation		03/31/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Laminar Direct Capital, L.P.
Street Address:	100000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1738789	MATTRESS GIANT
Registration Number:	2187369	FOR THAT OOOH AH HH FEEL
Registration Number:	2354497	MATTRESS GIANT
Registration Number:	2176086	NATIONWIDE DISCOUNT SLEEP CENTERS
Registration Number:	2332620	SLEEP ENHANCER
Registration Number:	2385488	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT
Registration Number:	2746704	GIANT GUARD
Registration Number:	2804643	SHOP SMART. SLEEP BETTER.
Registration Number:	2896781	CATCH SOME Z'S
Registration Number:	2838329	ZZZZZZZZ

CORRESPONDENCE DATA

Fax Number: (919)416-8339

900024163

**TRADEMARK
 REEL: 003078 FRAME: 0383**

OP \$265.00 1738789

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

Phone: 919 286-8049
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27650

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	05/05/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2005, by MATTRESS GIANT CORPORATION, a Texas corporation "Grantor"), in favor of LAMINAR DIRECT CAPITAL, L.P., a Delaware limited partnership, in its capacity as collateral agent for the lenders from time to time party to the Financing Agreement described below, including its successors and assigns from time to time (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan B Financing Agreement dated as of the date hereof by and among MATTRESS GIANT ACQUISITION CORPORATION, a Delaware corporation, MGC MEMBERSHIP CORPORATION, a Delaware corporation, MGIANT GENPAR, LLC, a Delaware limited liability company, MGIANT LIMPAR, LLC, a Delaware limited liability company and MATTRESS GIANT I LIMITED PARTNERSHIP, a Texas limited partnership (collectively, "Borrowers"), Laminar Direct Capital, L.P. and the other lenders from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits or schedules thereto, as each may be from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), the Lenders have agreed to make a term loan to the Borrowers;

WHEREAS, pursuant to the Financing Agreement, Grantor is required to execute and deliver to the Collateral Agent, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Collateral Agent a continuing second priority security interest (subject only to the prior security interest in favor of the ABL Lender) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark collectively, the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Financing Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 31, 2005 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among The CIT Group/Business Credit, Inc., as First Lien Collateral Agent, Laminar Direct Capital, L.P., as Second Lien Collateral Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MATTRESS GIANT CORPORATION

By: 
Name: Steven L. List
Title: Vice President


CHAR11812986

**TERM B TRADEMARK SECURITY AGREEMENT
MATTRESS GIANT CORPORATION**

**TRADEMARK
REEL: 003078 FRAME: 0387**

ACCEPTED AND ACKNOWLEDGED BY:

LAMINAR DIRECT CAPITAL, L.P.,
as Collateral Agent

By: 

Name: Robert T. Ladd

Title: Authorized Signatory

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TERM B TRADEMARK SECURITY AGREEMENT
MATTRESS GIANT CORPORATION

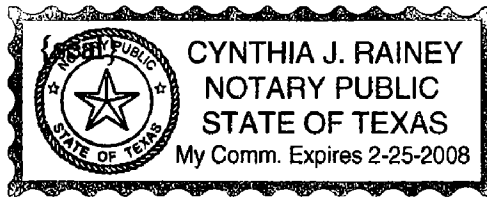
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ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

On this 30th day of March 2005 before me personally appeared Steven List, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mattress Giant Corporation, a Texas corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that the said instrument was signed on behalf of each such corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each such corporation.

Cynthia J. Rainey
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
<u>Federal Trademark Registrations</u>				
Mattress Giant Corporation	MATTRESS GIANT	1,738,789	December 8, 1992	74/198,456
Mattress Giant Corporation	FOR THAT OOH AHH FEEL	2,187,369	September 8, 1998	75/270,649
Mattress Giant Corporation	MATTRESS GIANT – LOGO	2,354,497	June 6, 2000	75/477,706
Mattress Giant Corporation	NATIONWIDE DISCOUNT SLEEP CENTERS	2,176,086	July 28, 1998	75/168,934
Mattress Giant Corporation	SLEEP ENHANCER	2,332,620	March 21, 2000	75/691,422
Mattress Giant Corporation	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT	2,385,488	September 12, 2000	75/802,538
Mattress Giant	GIANT GUARD	2,746,704	August 5, 2002	76/440,859

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
Corporation				
Mattress Giant Corporation	SHOP SMART. SLEEP BETTER.	2,804,643	March 27, 2003	76/501,961
Mattress Giant Corporation	CATCH SOME Z'S	2,896,781	October 26, 2004	76/523,293
Mattress Giant Corporation	<i>ZZZZZZZZ</i>	2,838,329	May 4, 2004	76/537,462