

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MATTRESS GIANT CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CIT GROUP/BUSINESS CREDIT, INC.
Internal Address: 5420 LBJ Freeway, Suite 200
Street Address: _____
City: Dallas State: TX Zip: 75240

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3/31/2005

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Darren W. Collins
 Internal Address: Patton Boggs LLP
 Suite 3000

 Street Address: 2001 Ross Avenue


 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 50-2816

DO NOT USE THIS SPACE

9. Signature.
 Darren W. Collins  April 7, 2005
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$265.00 502816 1738789

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 Corporation	GIANT GUARD	2,746,704	August 5, 2002	76/440,859
Mattress Giant Corporation	SHOP SMART. SLEEP BETTER	2,804,643	March 27, 2003	76/501,961

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
Mattress Giant Corporation	CATCH SOME Z'S	2,896,781	October 26, 2004	76/523,293
Mattress Giant Corporation	ZZZZZZZZ	2,838,329	May 4, 2004	76/537,462

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2005, by **MATTRESS GIANT CORPORATION**, a Texas corporation ("Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("CIT").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement dated as of the date hereof by and among Grantor, **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"), and **CIT** (including all annexes, exhibits or schedules thereto, as each may be from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), **CIT** has agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Grantor and the other Borrowers;

WHEREAS, pursuant to the Financing Agreement, Grantor is required to execute and deliver to **CIT**, 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 **CIT** a continuing first priority security interest 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)

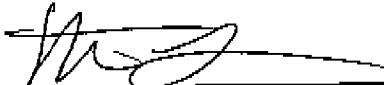
injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to CIT pursuant to the Financing Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of CIT 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.

[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 LIST
Title: V.P.

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.

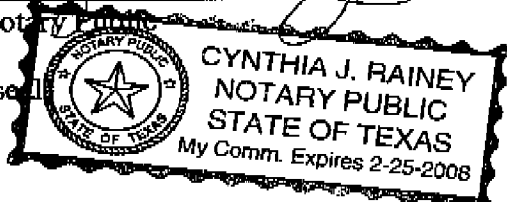
By: Joseph A. Zupo
Name: Joseph A. Zupo
Title: Vice President

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 such corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of such corporation.

Cynthia J. Rainey

Notary Public
{sc} 

Schedule I**Trademarks**

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Suite 3000
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(214) 758-1500

Facsimile (214) 758-1550

To: Patent and Trademark Assignment System
Company: U.S. Patent and Trademark Office
Fax Number: 703/306-5995
Phone Number: 703/308-9723

Total Pages Including Cover: 12

From: Laura K. Johnson, Paralegal
Sender's Direct Line: (214) 758-1511
Date: April 4, 2005
Client Number: 009265.0100

Comments:

- WASHINGTON DC
- NORTHERN VIRGINIA
- DALLAS
- DENVER
- ANCHORAGE
- DOHA, QATAR

Please confirm receipt of facsimile.

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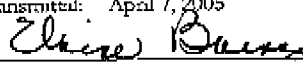
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www.pattonboggs.com

April 7, 2005

Darren W. Collins
(214) 758-3552
dcollins@pattonboggs.com

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING	
I hereby certify that this correspondence and the enclosures are being transmitted via facsimile to Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450.	
Date of Transmittal:	April 7, 2005
Signature:	 Elaine Barnes

Re: Trademark Recordation of an Intellectual Property Security Agreement
Our Ref. No.: 009265.0100

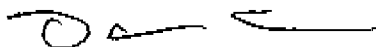
Dear Sir:

Enclosed for filing in the above-identified matter are the following:

1. Recordation Form Cover Sheet, Trademarks Only; and
2. Intellectual Property Security Agreement dated March 31, 2005.

Please charge the required fee to our Deposit Account No. 50-2816.

Very truly yours,



Darren W. Collins
Attorney for Receiving Party

DWC:ekb
Enclosures