

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mattress Discounters Corporation		04/04/2006	CORPORATION: MARYLAND
Mattress Discounters Corporation East		04/04/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HBK Investments L.P., As Agent
<b>Street Address:</b>	300 Crescent Court
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 59**

Property Type	Number	Word Mark
Registration Number:	2000477	1 (800) BUY-A-BED
Registration Number:	2913797	1-800-BED-TIME
Registration Number:	1922739	AMERICA'S VALUE LEADER MATTRESS DISCOUNTERS
Registration Number:	2142391	CHANCELLOR
Registration Number:	1912547	CHIRO-PROTECTOR
Registration Number:	2790280	CLASSIC ELEGANCE
Registration Number:	2790281	CLASSIC ELEGANCE II
Registration Number:	1395720	COMFORT SOURCE
Registration Number:	2779602	COMFORT SOURCE RAISING COMFORT TO A NEW DIMENSION
Registration Number:	1321423	COMFORTSOURCE
Registration Number:	2309965	CUSHIONTON

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Registration Number:	2609808	DENSI-FLEX
Registration Number:	2930438	DESIGNED FOR YOUR BODY. FIT FOR YOUR LIFE.
Registration Number:	2776934	DISCOVER YOUR COMFORT
Registration Number:	2738747	DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'S SLEEP ON US
Registration Number:	2442822	ECSTASY
Registration Number:	2497143	EMISSARY
Registration Number:	2708599	ETERNITY
Registration Number:	2441354	FIRMINGHAM
Registration Number:	2138649	GRAND DUKE
Registration Number:	2272673	GWENIVERE
Registration Number:	1676268	HAVE A GOOD NIGHT'S SLEEP ON US
Registration Number:	1754344	
Registration Number:	2372715	IMAGING FOAM
Registration Number:	2685490	LA SALUTE COLLEZIONE
Registration Number:	2357452	LORDSHIP
Registration Number:	2346562	LUXURY WOOL DIMENSION
Registration Number:	2360672	MAGNA-FLEX
Registration Number:	2142390	MATRIARCH
Registration Number:	1661181	MATTRESS DISCOUNTERS
Registration Number:	2825900	MATTRESS DISCOUNTERS
Registration Number:	1382786	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US.
Registration Number:	2834292	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US
Registration Number:	2758092	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US.
Registration Number:	2782841	
Registration Number:	2423811	PILLOW SILK DIMENSION
Registration Number:	2421875	PLUSHMORE
Registration Number:	2569296	PROTECTOR EDGE
Registration Number:	2309922	RAISING COMFORT TO A NEW DIMENSION
Registration Number:	2243290	REGALIA
Registration Number:	2202064	ROYAL COMFORT COLLECTION
Registration Number:	2142389	ROYAL LADY
Registration Number:	2402834	ROYAL SCEPTER

Registration Number:	2409506	ROYALIST
Registration Number:	2538146	SALUTARE
Registration Number:	2411420	SCRIBE
Registration Number:	2377336	SCULPTURESQUE
Registration Number:	2323023	SENSI-FLEX
Serial Number:	76387126	SERENITY II
Serial Number:	78701477	SLEEP COUNSELOR
Registration Number:	2239338	SLEEP DIMENSIONS
Registration Number:	2232593	SLUMBERCARE
Registration Number:	2375972	SPINE DIMENSION
Registration Number:	2137091	SQUIRE
Registration Number:	2283630	SULTRESS
Registration Number:	2807072	THE BODY AND SPIRIT COLLECTION
Registration Number:	2569822	TOCCARE
Registration Number:	2198992	TORSO-ALIGNMENT ZONE
Registration Number:	2536682	WE PUT AMERICA TO BED

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-951-8000  
Email: eileen.sullivan@bingham.com  
Correspondent Name: Eileen Sullivan  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: 150 Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0795200/0000319096
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	04/05/2006

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of April, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HBK INVESTMENTS L.P., in its capacity as arranger and administrative agent for the Lenders (together with its successors and assigns in such capacity, the "Agent")

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Mattress Discounters Corporation East, a Delaware corporation ("Parent"), Mattress Discounters Corporation, a Maryland corporation ("MDC"), and each of Parent's Subsidiaries party thereto (such Subsidiaries, together with MDC, individually, a "Borrower", and individually and collectively, jointly and severally the "Borrowers", the lenders party thereto as "Lenders" ("Lenders") and the Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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, each 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 Loan Agreement or.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Intellectual Property Right; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property Right, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property Right.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Loan Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**MATTRESS DISCOUNTERS CORPORATION,**  
a Maryland corporation, as a Grantor

By: Chris P. Stabile  
Name: Chris P. Stabile  
Title: VP Accounting + Finance

**MATTRESS DISCOUNTERS CORPORATION**  
EAST, a Delaware corporation, as a Grantor

By: Chris P. Stabile  
Name: Chris P. Stabile  
Title: VP Accounting + Finance

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

NYDOCS/1248086

**TRADEMARK**  
**REEL: 003284 FRAME: 0556**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark/Service mark	Application/ Registration No.	Registration Date
1 (800) BUY-A-BED	2000477	September 10, 1996
1-800-BED-TIME	2913797	December 21, 2004
AMERICA'S VALUE LEADER MATTRESS DISCOUNTERS (and Design)	1922739	September 26, 1995
CHANCELLOR	2142391	March 10, 1998
CHIRO-PROTECTOR & Design	1912547	August 15, 1995
CLASSIC ELEGANCE	2790280	December 9, 2003
CLASSIC ELEGANCE II	2790281	December 9, 2003
COMFORT SOURCE	1395720	June 3, 1986
COMFORT SOURCE RAISING COMFORT....	2779602	November 4, 2003
COMFORTSOURCE	1321423	February 19, 1985
CUSHIONTON	2309965	January 18, 2000
DENSI-FLEX	2609808	August 20, 2002
DESIGNED FOR YOUR BODY. FIT FOR YOUR LIFE.	2930438	March 8, 2005
DISCOVER YOUR COMFORT	2776934	October 21, 2003
DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'S SLEEP ON US	2738747	July 15, 2003
ECSTASY	2442822	April 10, 2001
EMISSARY	2497143	October 9, 2001
ETERNITY	2708599	April 22, 2003



FIRMINGHAM	2441354	April 3, 2001
GRAND DUKE	2138649	February 24, 1998
GWENIVERE	2272673	August 24, 1999
HAVE A GOOD NIGHT'S SLEEP ON US	1676268	February 18, 1992
HAVE A GOOD NIGHT'S SLEEP ON US AND JINGLE	1754344	February 23, 1993
IMAGING FOAM	2372715	August 1, 2000
LA SALUTE COLLEZIONE	2685490	February 11, 2003
LORDSHIP	2357452	June 13, 2000
LUXURY WOOL DIMENSION	2346562	May 2, 2000
MAGNA FLEX	2360672	June 20, 2000
MATRIARCH	2142390	March 10, 1998
MATTRESS DISCOUNTERS	1661181	October 15, 1991
MATTRESS DISCOUNTERS AND DYNAMIC DESIGN	2825900	March 23, 2004
MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US & Design	1382786	February 11, 1986
MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US & Design	2834292	April 20, 2004
MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S...	2758092	September 2, 2003
MISCELLANEOUS DESIGN (DYNAMIC DESIGN)	2782841	November 11, 2003
PILLOW SILK DIMENSION	2423811	January 23, 2001
PLUSHMORE	2421875	January 16, 2001
PROTECTOR EDGE	2569296	May 14, 2002
RAISING COMFORT TO A NEW DIMENSION	2309922	January 18, 2000
REGALIA	2243290	May 4, 1999
ROYAL COMFORT COLLECTION	2202064	November 3, 1998

ROYAL LADY	2142389	March 10, 1998
ROYAL SCEPTER	2402834	November 7, 2000
ROYALIST	2409506	November 28, 2000
SALUTARE	2538146	February 12, 2002
SCRIBE	2411420	December 5, 2000
SCULPTUREQUE	2377336	August 15, 2000
SENSI-FLEX	2323023	February 29, 2000
SERENITY II	76387126	Applied for
SLEEP COUNSELOR	78701477	Applied for
SLEEP DIMENSIONS	2239338	April 13, 1999
SLUMBERCARE	2232593	March 16, 1999
SPINE DIMENSION	2375972	August 8, 2000
SQUIRE	2137091	February 17, 1998
SULTRESS	2283630	October 5, 1999
THE BODY & SPIRIT COLLECTION	2807072	January 20, 2004
TOCCARE	2569822	May 14, 2002
TORSO-ALIGNMENT ZONE	2198992	October 20, 1998
WE PUT AMERICA TO BED	2536682	February 5, 2002