

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mattress Giant Corporation		08/02/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1738789	MATTRESS GIANT
Registration Number:	2187369	FOR THAT OOOH AHHH 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: (617)526-9899

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

TRADEMARK

REEL: 003363 FRAME: 0262

900055010

CH \$265.00 1738789

Phone: 617.526.9600
Email: omannion@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

40767/008

NAME OF SUBMITTER:

Gregory J. Sieczkiewicz

Signature:

/Gregory J. Sieczkiewicz/

Date:

08/07/2006

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 2, 2006 by Mattress Giant Corporation, a Texas corporation (the "Borrower") and the Guarantor listed on Schedule 1 hereto (the "Original Guarantor," together with the Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated August 2, 2006 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors and the Collateral Agent hereby acknowledge and affirm that the rights and remedies of the Pledgors and the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

IN WITNESS WHEREOF, each Pledgor 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,
as Borrower

By: _____
Name: _____
Title: _____

**MATTRESS GIANT I LIMITED
PARTNERSHIP,**
as a Guarantor

By: **MGiant GenPar LLC**, its general partner

By: _____
Name: _____
Title: _____

Accepted and Agreed:

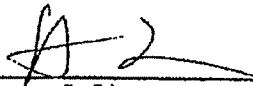
JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name: **Carl A. Toriello**
Title: **Executive Vice President**


IN WITNESS WHEREOF, each Pledgor 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,
as Borrower

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

**MATTRESS GIANT I LIMITED
PARTNERSHIP,**
as a Guarantor

By: MGiant GenPar LLC, its general partner

By: 
Name: Steven L. List
Title: Assistant Manager

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

EXECUTION VERSION

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS**

NAME	ADDRESS
Mattress Giant I Limited Partership	14665 Midway Road, Suite 100 Addison, Texas 75001

EXECUTION VERSION**SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT****TRADEMARK REGISTRATIONS**

OWNER	REGISTRATION NUMBER	THEME
Mattress Giant Corporation	1,738,789	MATTRESS GIANT
Mattress Giant I Limited Partnership	2,187,369	FOR THAT OOOH AH HH FEEL
Mattress Giant Corporation	2,354,497	MATTRESS GIANT - LOGO
Mattress Giant Corporation	2,176,086	NATIONWIDE DISCOUNT SLEEP CENTERS
Mattress Giant Corporation	2,332,620	SLEEP ENHANCER
Mattress Giant Corporation	2,385,488	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT
Mattress Giant Corporation	2,746,704	GIANT GUARD
Mattress Giant Corporation	2,804,643	SHOP SMART. SLEEP BETTER.
Mattress Giant Corporation	2,896,781	CATCH SOME Z'S
Mattress Giant Corporation	2,838,329	ZZZZZZZZ