

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mattress Firm, Inc.		07/10/2008	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Swiss Banking Corporation:

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	3323162	MATTRESS FIRM
Registration Number:	3412394	MATTRESSFIRM CLEARANCE CENTER
Registration Number:	3323167	MATTRESSFIRM SUPERCENTER
Registration Number:	3365252	MATTRESS DIRECT
Registration Number:	3403080	SLEEPREMEDY
Registration Number:	3399550	SLEEP REMEDIES
Registration Number:	3410482	REMEDY FOR A GREAT NIGHT'S SLEEP
Registration Number:	3399584	REMEDIES FOR A GREAT NIGHT'S SLEEP
Registration Number:	3399574	YOUR SLEEP PRESCRIPTION
Registration Number:	3322790	ALL THE BEST BRANDS...ALL THE BEST PRICES!
Serial Number:	77216752	MATTRESS FIRM
Serial Number:	77216757	MATTRESS FIRM
Serial Number:	77167912	BEDTIME! MATTRESS
Serial Number:	77167914	COMPARE SIDE BY SIDE

**CH \$815.00 3323162**

Serial Number:	77167915	UNPARALLELED BUYER'S EXPERIENCE
Serial Number:	77230919	MATTRESSFIRM FOUNDATION FOR A SAFE AND HEALTHY CHILDHOOD
Serial Number:	77225930	SLEEP RX
Serial Number:	77347258	COMFORT BY COLOR
Serial Number:	77347261	WHAT'S YOUR COLOR?
Serial Number:	77347265	WHAT'S YOUR SLEEP COLOR?
Serial Number:	77347267	THE SLEEP RX EXPERIENCE
Serial Number:	77347268	EXPERIENCE PLUSH
Serial Number:	77347271	EXPERIENCE FIRM
Serial Number:	77347273	EXPERIENCE PILLOWTOP
Serial Number:	77347274	EXPERIENCE CONTOURED
Serial Number:	77347276	EXPERIENCE PERSONALIZED
Serial Number:	77347277	NOT JUST
Serial Number:	77347279	NOT JUST ANOTHER MATTRESS STORE
Serial Number:	77419288	SLEEP MADE EASY
Serial Number:	77431862	
Serial Number:	77434272	
Serial Number:	77459911	FIND YOUR COMFORT. FOLLOW YOUR COLOR.

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	644247
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/11/2008

Total Attachments: 8  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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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 Firm, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: UBS AG, Stamford Branch, as  
Internal  
Address: Collateral Agent

Street Address: 677 Washington Boulevard  
City: Stamford State: CT Zip: 06901

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Swiss banking corporation

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: 07/10/2008

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 77/216,752 and  
add'l numbers on attached Schedule I

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 3,323,162 and  
add'l numbers on attached Schedule I

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Maureen P. Murphy, Legal Assistant  
 Internal Address: \_\_\_\_\_  
Cahill Gordon & Reindel LLP  
 \_\_\_\_\_  
 Street Address: 80 Pine Street  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: ..... **32**

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

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Maureen P. Murphy                      *Maureen P. Murphy*                      07/10/2008  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **8**

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

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 10, 2008, by Mattress Firm, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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. The Pledgor hereby mortgages, pledges and grants to the Collateral Agent for the 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 the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I 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 Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the

Pledgor 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

Mattress Firm, Inc.

By:   
Name: Jim R. Black  
Title: Treas

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

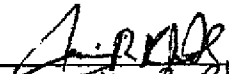
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the 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.


Very truly yours,

Mattress Firm, Inc.

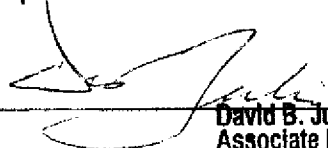
By:   
Name: Jim R. Black  
Title: Treas

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mary E. Evans  
Associate Director  
Banking Products  
Services, US


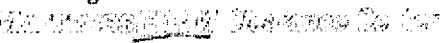
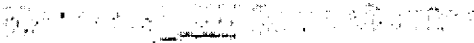


By:   
Name: David B. Jaffe  
Title: Associate Director  
Banking Products  
Services, US




**Schedule I**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Mattress Firm, Inc.	3,323,162	MATTRESS FIRM Black & White Logo 
Mattress Firm, Inc.	3,412,394	MATTRESS FIRM CLEARANCE CENTER Black & White Logo 
Mattress Firm, Inc.	3,323,167	MATTRESS FIRM SUPERCENTER Black & White Logo 
Mattress Firm, Inc.	3,365,252	MATTRESS DIRECT
Mattress Firm, Inc.	3,403,080	SLEEPREMEDY & Design 
Mattress Firm, Inc.	3,399,550	SLEEPREMEDIES & Design 
Mattress Firm, Inc.	3,410,482	REMEDY FOR A GREAT NIGHT'S SLEEP
Mattress Firm, Inc.	3,399,584	REMEDIES FOR A GREAT NIGHT'S SLEEP
Mattress Firm, Inc.	3,399,574	YOUR SLEEP PRESCRIPTION
Mattress Firm, Inc.	3,322,790	ALL THE BEST BRANDS...ALL THE BEST PRICES!

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Mattress Firm, Inc.	77/216,752	MATTRESS FIRM
Mattress Firm, Inc.	77,216,757	MATTRESS FIRM Color Logo 
Mattress Firm, Inc.	77,167,912	BEDTIME! MATTRESS
Mattress Firm, Inc.	77/167,914	COMPARE SIDE BY SIDE

Mattress Firm, Inc. 77/167,915 UNPARALLELED BUYER'S EXPERIENCE

Mattress Firm, Inc. 77/230,919 MATTRESS FIRM FOUNDATION FOR A SAFE AND HEALTHY CHILDHOOD & Design



Mattress Firm, Inc. 77/225,930 SLEEP RX

Mattress Firm, Inc. 77/347,258 COMFORT BY COLOR

Mattress Firm, Inc. 77/347,261 WHAT'S YOUR COLOR?

Mattress Firm, Inc. 77/347,265 WHAT'S YOUR SLEEP COLOR?

Mattress Firm, Inc. 77/347,267 THE SLEEP RX EXPERIENCE & Design



Mattress Firm, Inc. 77/347,268 EXPERIENCE PLUSH

Mattress Firm, Inc. 77/347/271 EXPERIENCE FIRM

Mattress Firm, Inc. 77/347,273 EXPERIENCE PILLOWTOP

Mattress Firm, Inc. 77/347,274 EXPERIENCE CONTOURED

Mattress Firm, Inc. 77/347/276 EXPERIENCE PERSONALIZED

Mattress Firm, Inc. 77/347,277 NOT JUST

Mattress Firm, Inc. 77/347,279 NOT JUST ANOTHER MATTRESS STORE

Mattress Firm, Inc. 77/419,288 SLEEP MADE EASY

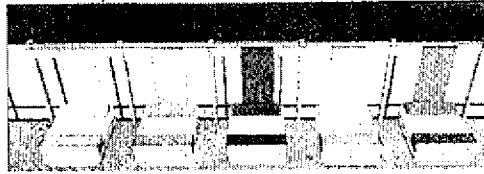
Mattress Firm, Inc. 77/431,862 TRADE DRESS (WOODEN SHUTTERS)



Mattress Firm, Inc.

77/434,272

COMFORT BY COLOR TRADE DRESS (BANNER  
PANELS)



Mattress Firm, Inc.

77/459,911

FIND YOUR COMFORT. FOLLOW YOUR COLOR.

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