TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mattress Barn, Inc.		10/12/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	MCG Capital Corporation, as Administrative Agent
Street Address:	1100 Wilson Boulevard
Internal Address:	Suite 3000
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3444501	DISCOUNT MATTRESS BARN

OP $40.00 3444501

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
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 27560

ATTORNEY DOCKET NUMBER:	020286.000038 AD SLP EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/

Date:	08/19/2008

Total Attachments: 4
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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to (a) the Junior Credit Facility Agreement dated as of October 12, 2006, as the same may be amended, modified or restated from time to time, by and among Advanced Sleep Concepts, Inc., a Delaware corporation, Spears Mattress Co., a Georgia corporation, Mattressmax, Inc., a Georgia corporation, and any other entity subsequently added as a borrower thereunder (including any successor or permitted assignee thereof, each a "Borrower"; collectively, the "Borrowers"), and each financial institution that from time to time is a "Lender" thereunder, and MCG Capital Corporation, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), and (b) the related Security Agreement dated as of October 12, 2006 (as amended, modified or restated from time to time, the "Security Agreement") by and among the Borrowers and the Administrative Agent, the undersigned Borrower has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 hereto to the Administrative Agent for the benefit of the Lenders.

The undersigned Borrower and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing intellectual property (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any intellectual property.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003838 FRAME: 0091

Very truly yours,

MATTRESS BARN, INC.,
a Florida corporation

By: _____
Name: Charles M. Everett, Jr
Title: CFO

Acknowledged and Accepted:

MCG CAPITAL CORPORATION, as Administrative Agent

By:
Name: E. Peter Malekian
Title: Managing Director
and Vice President

TRADEMARK
REEL: 003838 FRAME: 0093

Schedule 1

MATTRESS BARN, INC.

U.S. Trademarks

Mark	Application/ Registration No.	App/Reg Date
DISCOUNT MATTRESS BARN SERVICE MARK	3,444,501	June 10, 2008