

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mattress Firm, Inc		06/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3665690	5 COMFORTS 5 COLORS
Registration Number:	3628530	YOUR PRESCRIPTION FOR A GREAT NIGHT'S SLEEP
Registration Number:	3628531	YOUR PRESCRIPTION FOR IMPROVED SLEEP
Registration Number:	3721030	SLEEP RX PRESSURE RELIEVING TECHNOLOGY
Registration Number:	3745133	SLEEP MADE EASY
Serial Number:	77859591	NATIONALLY KNOWN, LOCALLY OWNED
Serial Number:	77859596	MATTRESS FIRM
Serial Number:	77859600	MATTRESS FIRM
Serial Number:	77880826	EASYPASS
Serial Number:	77878597	NIGHT OWL
Serial Number:	77880250	RELAX...IT'S MATTRESS FIRM
Serial Number:	77878596	WHOOO KNEW
Serial Number:	77876850	SIDE BY SIDE BEFORE YOU DECIDE
Serial Number:	77880244	WISE BUY

CH \$390.00 3665690

900166203

**TRADEMARK
 REEL: 004236 FRAME: 0511**

Serial Number:

77880247

RELAX. . .

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 202-408-3121 x2348

Email: jberg@cscinfo.com

Correspondent Name: Jean Paterson

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Jody Berg

Signature:

/Jody Berg/

Date:

07/02/2010

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mattress Firm, Inc.

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

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 28, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal Address: _____

Street Address: 677 Washington Boulevard

City: Stamford

State: CT

Country: USA Zip: 06901

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Bank Citizenship Switzerland

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/859,591 and additional numbers on attached Schedule I

B. Trademark Registration No.(s)
3,665,690 and additional numbers on attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & 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

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Maureen P. Murphy
Signature

July 1, 2010
Date

MAUREEN P. MURPHY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (Including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of June 28, 2010, 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 a party to a Security Agreement dated January 18, 2007 (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 the 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.

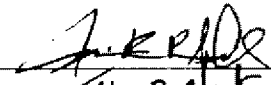
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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: Treasury / Secretary

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:
Title:

Accepted and Agreed:


UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Eyans
Name: Mary E. Eyans
Title: Associate Director


By: Michael Cerniglia
Name: Michael Cerniglia
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	Reg. No	TRADEMARK
Mattress Firm, Inc.	3,665,690	5 COMFORTS 5 COLORS
Mattress Firm, Inc.	3,628,530	YOUR PRESCRIPTION FOR A GREAT NIGHT'S SLEEP
Mattress Firm, Inc.	3,628,531	YOUR PRESCRIPTION FOR IMPROVED SLEEP
Mattress Firm, Inc.	3,721,030	SLEEP RX PRESSURE RELIEVING TECHNOLOGY (and Design) 
Mattress Firm, Inc.	3,745,133	SLEEP MADE EASY

Trademark Applications:

OWNER	App. No.	TRADEMARK
Mattress Firm, Inc.	77/859,591	NATIONALLY KNOWN, LOCALLY OWNED
Mattress Firm, Inc.	77/859,596	MATTRESS FIRM Color Logo 
Mattress Firm, Inc.	77/859,600	MATTRESS FIRM
Mattress Firm, Inc.	77/880,826	EASY PASS
Mattress Firm, Inc.	77/878,597	NIGHT OWL
Mattress Firm, Inc.	77/880,250	RELAX...IT'S MATTRESS FIRM
Mattress Firm, Inc.	77/878,596	WHOOO KNEW
Mattress Firm, Inc.	77/876,850	SIDE BY SIDE BEFORE YOU DECIDE
Mattress Firm, Inc.	77/880,244	WISE BUY
Mattress Firm, Inc.	77/880,247	RELAX...