

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 Firm, Inc.		06/01/2012	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: 11

Property Type	Number	Word Mark
Registration Number:	4046948	
Registration Number:	4015066	SAVE MONEY. SLEEP HAPPY
Registration Number:	4116374	WORLD'S FIRST AIR CONDITIONED MATTRESS
Serial Number:	85375396	NOBODY SELLS FOR LESS, NOBODY!
Registration Number:	4128880	MATTRESS MATCH
Registration Number:	3171205	MATTRESSPRO AMERICA'S LEADING MATTRESS DISCOUNTER!
Registration Number:	3171206	MATTRESSPRO
Registration Number:	3075096	MATTRESSPRO
Registration Number:	3075095	MATTRESSPRO AMERICA'S LEADING MATTRESS DISCOUNTER!
Registration Number:	3228772	POSTUREPRO
Registration Number:	3248398	ORTHOPRO

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	230531-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/06/2012

Total Attachments: 6

source=6-6-12 Mattress Firm-TM#page1.tif

source=6-6-12 Mattress Firm-TM#page2.tif

source=6-6-12 Mattress Firm-TM#page3.tif

source=6-6-12 Mattress Firm-TM#page4.tif

source=6-6-12 Mattress Firm-TM#page5.tif

source=6-6-12 Mattress Firm-TM#page6.tif

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 1, 2012

- 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)

85/375396

B. Trademark Registration No.(s)

4,046,948 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: ALISON SIRICO, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3881

Fax Number: _____

Email Address: asirico@cahill.com

6. Total number of applications and registrations involved:

11

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

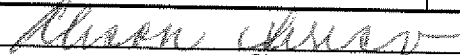
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

JUNE 4, 2012

Date

ALISON SIRICO

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 (571) 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 1, 2012, 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 dated as of Jan. 18, 2007 (as the same may be amended and/or supplemented, 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

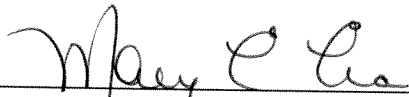
Title: Secretary and Treasurer


[Trademark Security Agreement]

TRADEMARK
REEL: 004795 FRAME: 0660

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent


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

By: 
Name: Irja R. Otsa
Title: Associate Director

[Trademark Security Agreement]

TRADEMARK
REEL: 004795 FRAME: 0661

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Mattress Firm, Inc.	Design (Delivery guys outline logo) 	85208529 12/31/2010	4046948 10/25/2011
2.	Mattress Firm, Inc.	SAVE MONEY. SLEEP HAPPY	85138032 09/24/2010	4015066 08/23/2011
3.	Mattress Firm, Inc.	WORLD'S FIRST AIR CONDITIONED MATTRESS	85187701 11/30/2010	4116374 03/20/2012
4.	Mattress Firm, Inc.	NOBODY SELLS FOR LESS, NOBODY!	85375396 07/19/2011	
5.	Mattress Firm, Inc.	MATTRESS MATCH	85449561 10/18/2011	4128880 04/17/2012
6.	Mattress Firm, Inc.	MATTRESSPRO AMERICA'S LEADING MATTRESS DISCOUNTER!	78766314 12/05/2005	3171205 11/14/2006
7.	Mattress Firm, Inc.	MATTRESSPRO	78766321 12/05/2005	3171206 11/14/2006
8.	Mattress Firm, Inc.	MATTRESSPRO & Design MattressPro	76541430 08/20/2003	3075096 04/04/2006
9.	Mattress Firm, Inc.	MATTRESSPRO AMERICA'S LEADING MATTRESS DISCOUNTER & Design MattressPro America's Leading Mattress Discounter!	76541429 08/20/2003	3075095 04/04/2006
10.	Mattress Firm, Inc.	POSTUREPRO	78647143 06/09/2005	3228772 04/10/2007
11.	Mattress Firm, Inc.	ORTHOPRO	78647137 06/09/2005	3248398 05/29/2007