

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAMINAR DIRECT CAPITAL, L.L.C.	FORMERLY LAMINAR DIRECT CAPITAL, L.P.	08/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MATTRESS GIANT CORPORATION		
Street Address:	14665 Midway Road, Suite 100		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 5			
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:	2804643	SHOP SMART. SLEEP BETTER.	
CORRESPONDENCE DATA			
Fax Number:	9542395769		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	954-646-1175		
Email:	lal@theleblancfirm.com		
Correspondent Name:	Lee Anne LeBlanc		
Address Line 1:	1835 E. Hallandale Beach Blvd. # 344		
Address Line 4:	Hallandale, FLORIDA 33009		
ATTORNEY DOCKET NUMBER:	LAMINAR RELEASE		

900265203

TRADEMARK
 REEL: 005102 FRAME: 0557

OP \$140.00 1738789

NAME OF SUBMITTER:	Lee Anne LeBlanc, Esquire
Signature:	/lee anne leblanc/
Date:	09/03/2013
Total Attachments: 4 source=Mattress Giant - Termination of Security Interest#page1.tif source=Mattress Giant - Termination of Security Interest#page2.tif source=Mattress Giant - Termination of Security Interest#page3.tif source=Mattress Giant - Termination of Security Interest#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 2, 2006 ("Release"), is made by LAMINAR DIRECT CAPITAL, L.L.C., a Delaware limited liability company (successor-in-interest to LAMINAR DIRECT CAPITAL, L.P., a Delaware limited partnership), in its capacity as collateral agent ("Collateral Agent"), in favor of MATTRESS GIANT CORPORATION, a Texas corporation ("Grantor").

WHEREAS, pursuant to that certain Term Loan B Financing Agreement dated as of March 31, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Financing Agreement") by and among the Borrowers including Grantor, Collateral Agent, and Lenders, and the Trademark Security Agreement dated as of March 31, 2005 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 5, 2005 at Reel 3078 Frame 0383.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Financing Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Laminar Direct Capital, L.L.C.
as Collateral Agent

By: W. Todd Huskinson

Name: W. Todd Huskinson

Title: Authorized Signatory

Schedule A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
<u>Federal Trademark Registrations</u>				
Mattress Giant Corporation	MATTRESS GIANT	1,738,789	December 8, 1992	74/198,456
Mattress Giant Corporation	FOR THAT OOH AHH FEEL	2,187,369	September 8, 1998	75/270,649
Mattress Giant Corporation	MATTRESS GIANT – LOGO	2,354,497	June 6, 2000	75/477,706
Mattress Giant Corporation	NATIONWIDE DISCOUNT SLEEP CENTERS	2,176,086	July 28, 1998	75/168,934
Mattress Giant Corporation	SLEEP ENHANCER	2,332,620	March 21, 2000	75/691,422
Mattress Giant Corporation	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT	2,385,488	September 12, 2000	75/802,538
Mattress Giant Corporation	GIANT GUARD	2,746,704	August 5, 2002	76/440,859
Mattress Giant Corporation	SHOP SMART. SLEEP BETTER.	2,804,643	March 27, 2003	76/501,961

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
Mattress Giant Corporation	CATCH SOME Z'S	2,896,781	October 26, 2004	76/523,293
Mattress Giant Corporation	ZZZZZZZZ	2,838,329	May 4, 2004	76/537,462

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