

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.		09/23/2013	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: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3868117	REPLACE EVERY 8
Registration Number:	4230550	GUARANTEED WE BEAT ANY ADVERTISED PRICE
Registration Number:	4226360	GUARANTEED HAPPY OR YOUR MONEY BACK 100
Registration Number:	4292832	GUARANTEED RED CARPET DELIVERY 3 HOUR WI
Registration Number:	4251706	CLIMATE CONTROL SLEEP
Registration Number:	4317518	CLIMATE CONTROL SLEEP FOR YOU AND ME
Registration Number:	4276475	DREAM IT'S POSSIBLE.
Registration Number:	4342934	YUME
Registration Number:	1738789	MATTRESS GIANT
Registration Number:	2354497	MATTRESS GIANT
Registration Number:	2187369	FOR THAT OOOH AHHH FEEL
Registration Number:	2176086	NATIONWIDE DISCOUNT SLEEP CENTERS
Registration Number:	2804643	SHOP SMART. SLEEP BETTER.
Registration Number:	3504629	MATTRESS GIANT

CH \$715.00 3868117

Registration Number:	3674337	JUST LIKE HEAVEN LUXURY HOTEL LINENS
Registration Number:	3787181	READY CLICK GO
Registration Number:	4287715	OLEJO
Serial Number:	85390362	SLEEP HAPPY GUARANTEE
Serial Number:	85449565	SLEEP HAPPY PROMISE
Serial Number:	85547916	FITNESS FIRM
Serial Number:	85547647	MATTRESS FIRM SLEEP EXPERIENCE
Serial Number:	85584539	SLEEP HAPPY
Serial Number:	85707496	LUXLIVING
Serial Number:	85727069	NEST MATTRESS
Serial Number:	85727077	NEST BED
Serial Number:	85777346	CHANGE IN 8
Serial Number:	85770314	LUXLIVING ONLY AT MATTRESS FIRM
Serial Number:	85777336	TRADE IN 8

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 x 62348
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:	847116-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/15/2013

Total Attachments: 7
source=10-15-13 Mattress Firm-TM#page1.tif
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 23, 2013, 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;

WHEREAS, this Trademark Security Agreement supplements the Trademark Security Agreement dated January 18, 2007 by the Pledgor in favor of the Collateral Agent and the Trademark Security Agreement dated June 1, 2012 by the Pledgor in favor of the Collateral Agent;

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.

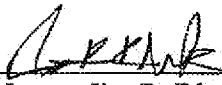
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:




UBS AG, STAMFORD BRANCH,
as Collateral Agent


By: 
Name: Lana Ghaz
Title: Director
Banking Products Services, US

By: 
Name: Joselin Fernandes
Title: Associate Director
Banking Products Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

	Owner	Trademark	Registration Number
1.	Mattress Firm, Inc.	REPLACE EVERY 8	3868117
2.	Mattress Firm, Inc.	WE BEAT ANY ADVERTISED PRICE GUARANTEED (Logo) 	4230550
3.	Mattress Firm, Inc.	HAPPY OR YOUR MONEY BACK GUARANTEED (Logo) 	4226360
4.	Mattress Firm, Inc.	RED CARPET DELIVERY GUARANTEED (Logo) 	4292832

	Owner	Trademark	Registration Number
5.	Mattress Firm, Inc.	CLIMATE CONTROL SLEEP	4251706
6.	Mattress Firm, Inc.	CLIMATE CONTROL SLEEP FOR YOU AND ME	4317518
7.	Mattress Firm, Inc.	DREAM IT'S POSSIBLE.	4276475
8.	Mattress Firm, Inc.	YUME	4342934
9.	Mattress Firm, Inc.	MATTRESS GIANT	1738789
10.	Mattress Firm, Inc.	GIANT FIGURE 	2354497
11.	Mattress Firm, Inc.	FOR THAT OOOH AHHH FEEL	2187369
12.	Mattress Firm, Inc.	NATIONWIDE DISCOUNT SLEEP CENTERS	2176086
13.	Mattress Firm, Inc.	SHOP SMART. SLEEP BETTER.	2804643
14.	Mattress Firm, Inc.	Mattress Giant	3504629
15.	Mattress Firm, Inc.	JUST LIKE HEAVEN LUXURY HOTEL LINENS	3674337
16.	Mattress Firm, Inc.	READY CLICK GO	3787181
17.	Mattress Firm, Inc.	OLEJO	4287715

Trademark Applications

	Owner	Trademark	Registration Number
18.	Mattress Firm, Inc.	SLEEP HAPPY GUARANTEE	85/390362
19.	Mattress Firm, Inc.	SLEEP HAPPY PROMISE	85/449565

	Owner	Trademark	Registration Number
20.	Mattress Firm, Inc.	FITNESS FIRM	85/547916
21.	Mattress Firm, Inc.	MATTRESS FIRM SLEEP EXPERIENCE	85/547647
22.	Mattress Firm, Inc.	SLEEP HAPPY	85/584539
23.	Mattress Firm, Inc.	LUXLIVING	85/707496
24.	Mattress Firm, Inc.	NEST MATTRESS	85/727069
25.	Mattress Firm, Inc.	NEST BED	85/727077
26.	Mattress Firm, Inc.	CHANGE IN 8	85/777346
27.	Mattress Firm, Inc.	LUX LIVING <i>only at MATTRESS FIRM</i>	85/770314
28.	Mattress Firm, Inc.	TRADE IN 8	85/777336