

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)/Execution Date(s):

Mattress Discounters IP LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Limited Liability Company

Citizenship: - DelawareExecution Date(s) November 8, 2013Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

 Yes No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National AssociationInternal
Address:Street Address: One Post Office Square, Suite 3600City: BostonState: MassachusettsCountry: USAZip: 02109

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

- Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship
 Corporation Citizenship
 Other LLC Citizenship: - Delaware

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) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3678Fax Number: 800-962-7049Email Address: cjs-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers

0974

Expiration Date

3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

November 11, 2013

Date

Total number of pages including cover sheet, attachments, and document: 7Patricia L. Aragundi
Name of Person SigningDocuments to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
1.	Trademark	IF YOU BUY YOUR MATTRESS ANYWHERE ELSE, YOU WILL PAY TOO MUCH!			
	85399874	8/17/2011	4159192	6/12/2012	6/12/2022
2.	Trademark	THE DIFFERENCE IS THE DISCOUNT			
	85305960	4/27/2011	4063239	11/29/2011	11/29/2021
3.	Trademark	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US			
	78144837	7/17/2002	2834292	4/20/2004	4/20/2014
4.	Trademark	DISCOVER YOUR COMFORT			
	78143783	7/15/2002	2776934	10/21/2003	10/21/2013
5.	Trademark	1-800-BED-TIME			
	78139736	6/28/2002	2913797	12/21/2004	12/21/2014
6.	Trademark	SENSI-FLEX			
	77862497	11/2/2009	4091461	1/24/2012	1/24/2022
7.	Trademark	MATTRESS KING			
	77005239	9/22/2006	3371327	1/22/2008	1/22/2018
8.	Trademark	Design Mark – Dynamic Wave			
	76383197	3/18/2002	2782841	11/11/2003	11/11/2013
9.	Trademark	MATTRESS DISCOUNTERS			
	76383196	3/18/2002	2825900	3/23/2004	3/23/2014
10.	Trademark	DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'S SLEEP ON US			
	76378440	3/4/2002	2738747	7/15/2003	7/15/2013
11.	Trademark	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US			
	76335760	11/8/2001	2758092	9/2/2003	9/2/2013
12.	Trademark	MATRIARCH			
	75232649	1/28/1997	2142390	3/10/1998	3/10/2018
13.	Trademark	1 (800) BUY-A-BED			
	74736160	9/29/1995	2000477	9/10/1996	9/10/2016
14.	Trademark	Sound Mark – “Have a Good Night’s Sleep on Us” Jingle			
	74219263	11/6/1991	1754344	2/23/1993	2/23/2023
15.	Trademark	COMFORT SOURCE			
	73548349	7/16/1985	1395720	6/3/1986	6/3/2016

TRADEMARK INVENTORY					
	Application No.	Filing Date	Registration #	Registration Date	Renewal Date
16.	Trademark	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US			
	73508616	11/13/1984	1382786	2/11/1986	2/11/2016
17.	Trademark	COMFORT SOURCE			
	73478996	5/7/1984	1321423	2/19/1985	2/19/2015
18.	Trademark	HAVE A GOOD NIGHT'S SLEEP ON US			
	74154403	4/5/1991	1676268	2/18/1992	
19.	Trademark	MATTRESS DISCOUNTERS			
	73794277	4/19/1989	1661181	10/15/1991	
20.	Trademark	SLEEP COUNSELOR			
	85829171	1/22/2013			

[Execution]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 8, 2013, is by and between MATTRESS DISCOUNTERS IP LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at 1000 South Oyster Bay Road, Hicksville, NY 11801, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of itself and any of its affiliates that at any time provides Bank Products to any Loan Party (in such capacity, "Secured Party"), having an office at One Boston Place, 18th Floor, Boston, Massachusetts 02108.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Sleepy's, LLC, a Delaware limited liability company (the "Company"), HMK Intermediate Holdings LLC, a Delaware limited liability company ("HMK"), 1800mattress.com, LLC, a New York limited liability company ("Mattress"), and Mattress Discounters Operations LLC, a Delaware limited liability company ("MD Operations", and together with the Company, HMK and Mattress, each individually a "Borrower" and collectively "Borrowers"), as set forth in the Amended and Restated Loan and Security Agreement, dated March 30, 2012, by and among Secured Party, Borrowers, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, the "Loan Agreement") and other agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Secured Party (for the benefit of itself and any Bank Product Provider as

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TRADEMARK
REEL: 005155 FRAME: 0691

such term is defined in the Loan Agreement) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks (all of the foregoing being collectively referred to herein as the "Licenses"); (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

Notwithstanding anything to the contrary contained herein, the "Collateral" shall not include any Trademark, License or other Collateral constituting Excluded Property.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms, subject to any grace periods applicable thereto, if any.

(b) To Debtor's knowledge and to the extent identified in Exhibit A hereto, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (subject to Permitted Liens), and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the

reasonable good faith business judgment of the Debtor). The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) Permitted Liens, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement or any other Financing Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral after the occurrence and during the continuance of an Event of Default pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party under Section 4 hereof.

(g) Secured Party may, in its Permitted Discretion, exercised in good faith, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable out-of-pocket attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless

Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the reasonable good faith business judgment of the Debtor). Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the reasonable good faith business judgment of the Debtor).

(j) Debtor shall render any assistance, as Secured Party shall in good faith determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would reasonably be expected to have a Material Adverse Effect. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party if such litigation or proceeding would reasonably be expected to have a Material Adverse Effect. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark if such infringement or confusion would reasonably be expected to have a Material Adverse Effect. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, exercised in good faith, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable out-of-pocket attorneys' fees and legal

expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except to the extent any such claim, suit, loss, damage or expense resulted from the gross negligence or willful misconduct of Secured Party. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable out-of-pocket attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement or any of the other Financing Agreements:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may in good faith determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its Permitted Discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and, to the extent permitted by law, Debtor waives any other notice with respect thereto. Secured Party shall have, to the extent permitted by law, the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, exercised in good faith, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable out-of-pocket attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable out-of-pocket attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party in connection therewith. Thereafter, Secured Party may apply any remaining proceeds as set forth in the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may reasonably deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram, facsimile or email transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

c/o Sleepy's, LLC
1000 South Oyster Bay Road
Hicksville, NY 11801
Attention: Chief Financial Officer
Telephone No.: (516) 861-8820
Telecopy No.: (516) 861-8847

If to Secured Party:

Wells Fargo Bank, National Association
One Boston Place, 18th Floor
Boston, MA 02108
Attention: Portfolio Manager
Telephone No.: (617) 854-7243
Telecopy No.: (617) 523-4032

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined in good faith by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 13.3 of the Loan Agreement. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

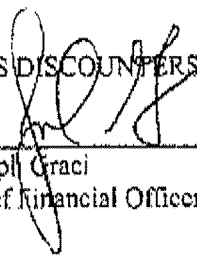
(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and Debtor. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MATTRESS DISCOUNTERS IP LLC

By: 
Name: Joseph Graci
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

Trademark Agreement - Mattress Discounters IP


TRADEMARK
REEL: 005155 FRAME: 0700

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MATTRESS DISCOUNTERS IP LLC

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Emily Abramson
Title: Vice President

Trademark Agreement - Mattress Discounters IP

TRADEMARK
REEL: 005155 FRAME: 0701

EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT

LIST OF LICENSES

Trademark License Agreement, dated November 18, 2010 by and between Mattress Discounters Group, LLC and Maggie's Enterprises, Inc.

EXHIBIT C
TO
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that MATTRESS DISCOUNTERS IP LLC, a Delaware limited liability company (“Debtor”), having an office at 1000 South Oyster Bay Road, Hicksville, NY 11801, hereby appoints and constitutes, Wells Fargo Bank, National Association, as successor by merger to Wells Fargo Retail, LLC, on behalf of itself and any of its affiliates that at any time provides Bank Products to any Loan Party (in such capacity, “Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor in accordance with the terms of the Security Agreement (as defined below):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its good faith discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its good faith discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, by and between Debtor and Secured Party (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full (other than indemnities and other contingent Obligations which have not yet accrued) and the Security Agreement is terminated in writing by Secured Party.

Dated: April __, 2013

MATTRESS DISCOUNTERS IP LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of April 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of MATTRESS DISCOUNTERS GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the member and/or managers of said limited liability company.

Notary Public