

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/20/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sleep Country USA, LLC		
Street Address:	7029 S. 229th Street		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3279763	GUARANTEED COMFORT. BEST SELECTION. LOWE	
Registration Number:	2892009	IF YOU'RE NOT PICKY ABOUT COLOR	
Registration Number:	3158197	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Registration Number:	3158196	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Registration Number:	3198396	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Registration Number:	2924355	SLEEP COUNTRY	
Registration Number:	3160530	WHERE PLUS! MEANS MINUS!	
Registration Number:	2955701	SLEEP COUNTRY PLUS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179517000		
Email:	mdipalma@ropesgray.com		
Correspondent Name:	Ropes & Gray LLP		
Address Line 1:	Prudential Tower 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	109514-0005		
NAME OF SUBMITTER:	Mary Jane DiPalma		

OP \$215.00 3279763

SIGNATURE:	/ Mary Jane DiPalma /
DATE SIGNED:	10/21/2014
Total Attachments: 3 source=Wells Fargo TM Release#page1.tif source=Wells Fargo TM Release#page2.tif source=Wells Fargo TM Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 20, 2014 (the "Effective Date"), is made by Wells Fargo Bank, National Association, in its capacity as lender under the Credit Agreement defined below (in such capacity, the "Lender"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, in connection with that certain Credit Agreement, dated as of February 19, 2013, with an effective date of December 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Lender and the Grantors, and the other Loan Documents (as defined in the Credit Agreement) related thereto, the Grantors and the guarantor identified on the signature page hereof (the "Guarantor") granted to the Lender security interests in and to certain collateral.

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

1. Release. The Lender, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademarks of the Guarantor and Grantors arising under the Credit Agreement and the other Loan Documents, including, without limitation, the trademarks set forth Schedule I attached hereto.

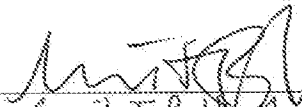
2. Further Assurances. The Lender agrees to take all further actions, and provide to the Grantors and Guarantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor or the Guarantor, at such Grantor's or Guarantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

3. Governing Law. This Release shall be governed exclusively under the laws of California, without regard to conflicts of law or choice of law principles.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS LENDER

By: 
Name: *Gerrit J. Balthasar*
Title: *Relationship Manager*

GRANTORS:

THE SLEEP TRAIN, INC.
ST SAN DIEGO, LLC

GUARANTOR:

SLEEP COUNTRY USA, LLC

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS

(i) Reel: 3383 Frame: 0258

OWNER	REGISTRATION NUMBER	TRADEMARK
SLEEP COUNTRY USA, LLC	3279763	GUARANTEED COMFORT. BEST SELECTION. LOWEST PRICE.
SLEEP COUNTRY USA, LLC	2892009	IF YOU'RE NOT PICKY ABOUT COLOR
SLEEP COUNTRY USA, LLC	3158197	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD
SLEEP COUNTRY USA, LLC	3158196	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD
SLEEP COUNTRY USA, LLC	3198396	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD
SLEEP COUNTRY USA, LLC	2924355	SLEEP COUNTRY
SLEEP COUNTRY USA, LLC	3160530	WHERE PLUS! MEANS MINUS!
SLEEP COUNTRY USA, LLC	2955701	SLEEP COUNTRY PLUS

(i) Reel: 3383 Frame: 0248

OWNER	REGISTRATION NUMBER	TRADEMARK
THE SLEEP TRAIN, INC.	1715817	SLEEP TRAIN
THE SLEEP TRAIN, INC.	1714531	SLEEP TRAIN
THE SLEEP TRAIN, INC.	1714532	YOUR TICKET TO A BETTER NIGHT'S SLEEP