

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		10/20/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sleep Train, Inc.		
<b>Street Address:</b>	2204 Plaza Drive		
<b>City:</b>	Rocklin		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95765		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1715817	SLEEP TRAIN	
<b>Registration Number:</b>	1714531	SLEEP TRAIN	
<b>Registration Number:</b>	1714532	YOUR TICKET TO A BETTER NIGHT'S SLEEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6179517000		
<b>Email:</b>	mdipalma@ropesgray.com		
<b>Correspondent Name:</b>	Ropes & Gray LLP		
<b>Address Line 1:</b>	Prudential Tower 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	109514-0005		
<b>NAME OF SUBMITTER:</b>	Mary Jane DiPalma		
<b>SIGNATURE:</b>	/ Mary Jane DiPalma /		
<b>DATE SIGNED:</b>	10/21/2014		
<b>Total Attachments: 3</b>			
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OP \$90.00 1715817



## 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.

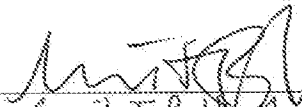
2. Further Assurances. The Lender agrees to take all further actions, and provide to the Grantors and Guarantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents 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