

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mattress Firm, Inc.		11/25/2020	Corporation: DELAWARE
ST San Diego, LLC		11/25/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5876079	BEST BEDS. BEST VALUE.	
Registration Number:	6066872	CUSTOM FUNDRAISING SOLUTIONS	
Registration Number:	6159206	FIRM CARE	
Registration Number:	6159207	FIRM CARE	
Registration Number:	6038424	FIRST SELECTION	
Registration Number:	6011213	MATTRESS FIRM	
Registration Number:	5845618	PHARAOH	
Registration Number:	5808248	REST & RELAX	
Registration Number:	5898220	REST & RELAX	
Registration Number:	5886384	SLEEPY'S	
Registration Number:	4651897		
Serial Number:	88793100	CALM	
Serial Number:	88774287	EZZZ CREDIT	
Serial Number:	90166312	SLEEP EXPERT	
Serial Number:	90166315	SLEEP EXPERTS	
Serial Number:	88845561	SUPREME COMFORT COLLECTION	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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.

Phone: 212-381-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1292823 TM SUPP
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NAME OF SUBMITTER:	Gramer Alana
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SIGNATURE:	/Gramer Alana/
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DATE SIGNED:	11/25/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated November 25, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Barclays Bank PLC, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated ABL Credit Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Mattress Firm, Inc., Mattress Holding Corp., the Lenders party thereto from time to time and Barclays Bank PLC, as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit of the account of the Borrower or a Restricted Subsidiary on the terms set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated November 25, 2020, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired or arising in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

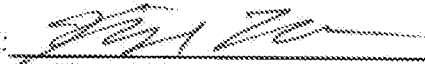
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be duly executed as of the date first above written.

ST SAN DIEGO, LLC, Grantor

By: 
Name: Kindel Nuno
Title: Secretary

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be duly executed as of the date first above written.

MATTRESS FIRM, INC., Grantor

By: 

Name: Kindel Nuno


Title: EVP, Legal & General Counsel

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
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BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By:



Name: Christopher M. Aitkin
Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement]


TRADEMARK
REEL: 007115 FRAME: 0451

SCHEDULE A

<u>Mark</u>	<u>Owner Name</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Ref. No.</u>	<u>Ref. Date</u>
BEST BEDS, BEST VALUE.	MATTRESS FIRM, INC.	United States	88292992	07-FEB-2019	5876079	01-OCT-2019
CALM	MATTRESS FIRM, INC.	United States	88793100	11-FEB-2020	PENDING	PENDING
CUSTOM FUNDRAISING SOLUTIONS	MATTRESS FIRM, INC.	United States	88409749	30-APR-2019	6066872	02-JUN-2020
EZZZ CREDIT	MATTRESS FIRM, INC.	United States	88774287	27-JAN-2020	PENDING	PENDING
FIRMCARE	MATTRESS FIRM, INC.	United States	88381787	11-APR-2019	6159206	22-SEP-2020
FIRMCARE	MATTRESS FIRM, INC.	United States	88381800	11-APR-2019	6159207	22-SEP-2020
FIRST SELECTION	MATTRESS FIRM, INC.	United States	88341692	15-MAR-2019	6038424	21-APR-2020
MATTRESS FIRM 	MATTRESS FIRM, INC.	United States	88317138	26-FEB-2019	6011213	17-MAR-2020
PHARAOH	MATTRESS FIRM, INC.	United States	88341666	15-MAR-2019	5845618	27-AUG-2019
REST & RELAX 	MATTRESS FIRM, INC.	United States	87981023	24-MAY-2017	5808248	16-JUL-2019
REST & RELAX	MATTRESS FIRM, INC.	United States	87981910	21-SEP-2016	5898220	29-OCT-2019

TRADEMARK

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Mark	Owner Name	Country	App. No.	App. Date	Reg. No.	Reg. Date
SLEEP EXPERT	MATTRESS FIRM, INC.	United States	90166312	08-SEP-2020	PENDING	PENDING
SLEEP EXPERTS	MATTRESS FIRM, INC.	United States	90166315	08-SEP-2020	PENDING	PENDING
SLEEPY'S	MATTRESS FIRM, INC.	United States	87981776	24-JAN-2018	5886384	15-OCT-2019
SUPREME COMFORT COLLECTION	MATTRESS FIRM, INC.	United States	88845561	24-MAR-2020	PENDING	PENDING
<i>Design Only</i> 	ST SAN DIEGO, LLC	United States	86213652	13-JUN-2014	4651897	09-DEC-2014

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RECORDED: 11/25/2020