

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.		08/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3090339	HAMPTON & RHODES	
Serial Number:	85052068	YU ME	
Serial Number:	85093999	MATTRESS MATCHING TECHNOLOGY	
Serial Number:	85094042	HAPPINESS GUARANTEE	
Serial Number:	85094202	DELIVERING DREAMS	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2551		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-841-8883		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Nicholas D. Harper-Smith		
Address Line 1:	1211 Avenue of the Americas		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	JWCH-014-001		

CH \$140.00 3090339

900200428

TRADEMARK
REEL: 004610 FRAME: 0132

NAME OF SUBMITTER:	Nicholas D. Harper-Smith
Signature:	/n d harper smith/
Date:	08/23/2011
Total Attachments: 5 source=Mattress Firm Inc Trademark Security Agreement (Executed)#page1.tif source=Mattress Firm Inc Trademark Security Agreement (Executed)#page2.tif source=Mattress Firm Inc Trademark Security Agreement (Executed)#page3.tif source=Mattress Firm Inc Trademark Security Agreement (Executed)#page4.tif source=Mattress Firm Inc Trademark Security Agreement (Executed)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of August 17, 2011, 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 a party to a Security Agreement dated January 18, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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 the 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: Treasurer and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name:

Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: 

Name:

Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

File No.	OWNER	Filing Date	App. No.	TRADEMARK	Classes/Goods and Services
42032.112	Mattress Firm, Inc. (assignment to be recorded)	5/9/2006	3,090,339	HAMPTON & RHODES	Class 20: Mattresses, box springs and pillows

Trademark Applications:

File No.	OWNER	Filing Date	App. No.	TRADEMARK	Classes/Goods and Services
42032.90	Mattress Firm, Inc.	6/1/2010	85/052,068	YU ME	Class 20: Mattresses, mattresses that heat and cool, mattress frames, mattress foundations, box springs, and pillows; Class 24: Bed sheets, pillow cases, mattress covers, mattress protectors in the nature of mattress covers, comforters, bed spreads, pillow shams; Class 35: Retail store services featuring furniture, beds, mattresses, mattresses that heat and cool, mattress frames, mattress foundations, box springs, mattress covers, mattress pads, mattress toppers, pillows, pillow covers and sleep-related products.
42032.91	Mattress Firm, Inc.	7/27/2010	85/093,999	MATTRESS MATCHING TECHNOLOGY	Class 35: Retail store services featuring furniture, beds, mattresses, mattresses that heat and cool, mattress frames, mattress foundations, box springs, mattress covers, mattress pads, mattress toppers, pillows, pillow covers and sleep-related products.

42032.92	Mattress Firm, Inc.	7/27/2010	85/094,042	HAPPINESS GUARANTEE	Class 35: Retail store services featuring furniture, beds, mattresses, mattresses that heat and cool, mattress frames, mattress foundations, box springs, mattress covers, mattress pads, mattress toppers, pillows, pillow covers and sleep-related products.
42032.93	Mattress Firm, Inc.	7/27/2010	85/094,202	DELIVERING DREAMS	Class 35: Retail store services featuring furniture, beds, mattresses, mattresses that heat and cool, mattress frames, mattress foundations, box springs, mattress covers, mattress pads, mattress toppers, pillows, pillow covers and sleep-related products.

Domain Names

www.mattressdiscounterva.com