

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/02/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Mattress Giant Corporation
Street Address:	14665 Midway Road; Suite 100
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1738789	MATTRESS GIANT
Registration Number:	2187369	FOR THAT OOOH AHHH FEEL
Registration Number:	2354497	MATTRESS GIANT
Registration Number:	2176086	NATIONWIDE DISCOUNT SLEEP CENTERS
Registration Number:	2332620	SLEEP ENHANCER
Registration Number:	2385488	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT
Registration Number:	2746704	GIANT GUARD
Registration Number:	2804643	SHOP SMART. SLEEP BETTER.
Registration Number:	2896781	CATCH SOME Z'S
Registration Number:	2838329	ZZZZZZZZ

CORRESPONDENCE DATA

Fax Number:	2129692900
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-008 SEC RELEASE
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	05/02/2012

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Mattress Giant Corporation, a Texas corporation (the "Borrower") with an address of 14665 Midway Road; Suite 100, Addison, Texas 75001, has entered into a that certain Trademark Security Agreement dated as of August 2, 2006 (the "Jefferies Trademark Security Agreement") in favor of Jefferies Finance LLC, a Delaware limited liability company, in its capacity as Collateral Agent ("Jefferies") with an address of 520 Madison Avenue, New York, NY 10022, pursuant to which Jefferies has a security interest in certain trademarks referred to therein (the "Trademark Collateral");

WHEREAS, the Jefferies Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 7, 2006, at Reel 3363 and Frame 0262; and

WHEREAS, the obligations secured by the Jefferies Trademark Security Agreement have been paid in full on the date hereof and as a result, Jefferies has agreed to terminate and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Jefferies Trademark Security Agreement, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks:

1. Jefferies hereby terminates, releases, discharges, and relinquishes any and all security interests it acquired in the Trademark Collateral by virtue of the Jefferies Trademark Security Agreement and further agrees that its security interest in such Trademark Collateral is hereby terminated. Subject to the foregoing, Jefferies hereby agrees that any right, title or interest of Jefferies in the Trademark Collateral shall hereby cease and be void.

2. This release shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. This release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the principles of conflicts of law of such state.

4. Jefferies hereby agrees, at any time and from time to time, upon the written request and at the expense of Borrower, to promptly execute and deliver any and all further instruments and documents and take such further action as Borrower may reasonably request to effectuate, evidence or reflect of public record, the termination and release of the security interest contemplated hereby, in each case, without recourse and without any representation or warranty of any kind (either express or implied), unless any of the foregoing actions (x) would expose Jefferies or any officer of Jefferies to personal liability or (y) would be contrary to (A) applicable law, (B) the documents governing, evidencing or documenting the loans and other credit extensions made pursuant to the credit agreement, dated as of August 2, 2006 (the "Credit

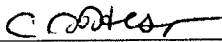
Agreement”), among Borrower, Jefferies and the other parties party thereto, or (C) any other Loan Documents (as defined in the Credit Agreement).

Dated: May 2, 2012

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Jefferies has caused this Termination and Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first above written.

JEFFERIES FINANCE LLC

By: 

Name: E. Joseph Hess

Title: Managing Director

EXECUTION VERSION

TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TITLE
Mattress Giant Corporation	1,738,789	MATTRESS GIANT
Mattress Giant I Limited Partnership	2,187,369	FOR THAT OOOH AHHH FEEL
Mattress Giant Corporation	2,354,497	MATTRESS GIANT - LOGO
Mattress Giant Corporation	2,176,086	NATIONWIDE DISCOUNT SLEEP CENTERS
Mattress Giant Corporation	2,332,620	SLEEP ENHANCER
Mattress Giant Corporation	2,385,488	ORDER BY PHONE! 1-800-GIANT-BED CONVENIENT SHOP BY PHONE SERVICE MATTRESS GIANT
Mattress Giant Corporation	2,746,704	GIANT GUARD
Mattress Giant Corporation	2,804,643	SHOP SMART. SLEEP BETTER.
Mattress Giant Corporation	2,896,781	CATCH SOME Z'S
Mattress Giant Corporation	2,838,329	ZZZZZZZZ