



05-15-2003



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Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dan-Foam ApS

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

9/25/01

Execution Date:

2. Name and address of receiving party(ies)

Name: Nordea Bank Danmark A/S, as European Loan Agent t/k/a

Nordea UniBank A/S

Internal Address: Attn: Tine Scharling

Street Address: P.O. Box 850

City: Copenhagen C State: Zip: DK 0900

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 29/153266

B. Patent No.(s) n/a

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marianne F. Taras, Paralegal

Internal Address: Paul, Hastings, Janofsky

&amp; Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras

Name of Person Signing

Signature

Date

5/8/03

05/14/2003 DBYRNE

00000220 29153266

Total number of pages including cover sheet, attachments, and documents: 19

01 FC:0021

40.00

All documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 014054 FRAME: 0801

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September <sup>25</sup>, 2001, is made by DAN-FOAM A/S, a corporation organized under the laws of Denmark ("Grantor"), in favor of NORDEA UNIBANK A/S (UNIBANK A/S), in its capacity as European Loan Agent for the European Lenders ("European Loan Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Tempur-Pedic, Inc., a Kentucky corporation ("TPI"), Tempur Production USA, Inc., a Virginia corporation ("TPUSA"), Dan-Foam Holding Company A/S, a corporation incorporated under the laws of Denmark ("DFHC"), (TPI and TPUSA are sometimes collectively referred to as the "US Borrowers" and individually as a "US Borrower"; Grantor and DFHC are sometimes collectively referred to as the "European Borrowers" and individually as a "European Borrower" and TPI, TPUSA, DFHC and Grantor are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), Tempur World, Inc., a Delaware corporation ("Holdings"), the other Credit Parties signatory thereto, the other Lenders signatory thereto from time to time, General Electric Capital Corporation, a Delaware corporation, as US Revolver Agent, and General Electric Capital corporation, a Delaware corporation, as administrative agent for Lenders ("Administrative Agent") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Borrowers;

WHEREAS, Grantor directly or indirectly benefits from the credit facilities made available to Borrowers under the Credit Agreement, in order to induce Agents and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to European Loan Agent, for the benefit of European Loan Agent and European Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the European Credit Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), Grantor hereby assigns and pledges and grants to European Loan Agent, for the benefit of itself and European Lenders (the "Secured Parties"), a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether

presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on all of Grantor’s Patents, Trademarks and Copyrights.

4. COVENANTS. Grantor covenants and agrees with European Loan Agent, on behalf of Agents and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

- (a) Grantor shall notify European Loan Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor’s ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving European Loan Agent prior written notice thereof, and, upon request of European Loan Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to European Loan Agent) to evidence European Loan Agent's, on behalf of itself and European Lenders, Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by European Loan Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify European Loan Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in not material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as European Loan Agent may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the Mortgage Deed (IPR) Pledge Agreement dated as of even date herewith, among Grantor, the Secured Parties and the European Loan Agent (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Agents with respect to the security interest in the Intellectual Property Collateral 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. US TERM LOAN; US REVOLVING LOAN. Notwithstanding anything set forth in this Agreement or any other Loan Document to the contrary, other than may be required under Section 5.13 of the Credit Agreement, the Grantor shall be not liable for any portion of the US Term Loan or US Revolving Loan or for any interest thereon or Fees payable with respect thereto (and the US Credit Parties are liable for such Obligations), and no assets of the Grantor shall serve, directly or indirectly, as security for any portion of the principal of the US Term Loan or US Revolving Loan or any interest thereon or Fees payable with respect thereto.

8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

9. SUCCESSORS AND ASSIGNS. This Intellectual Property Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of European Loan Agent, for the benefit of Agents and Lenders, hereunder, inure to the benefit of Agents and Lenders, all future holders of any instrument evidencing any of the Secured Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to European Loan Agent, for the benefit of itself and European Lenders, hereunder. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

10. COUNTERPARTS. This Intellectual Property Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Intellectual Property Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

11. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

12. SECTION TITLES. The Section titles contained in this Intellectual Property Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

13. BENEFIT OF SECURED PARTIES. All Liens granted or contemplated hereby shall be for the benefit of Secured Parties, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Credit Agreement.

14. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 7 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAN-FOAM A/S**

By: Robert B. Trussell  
Name: Robert B. Trussell  
Title: Director

ACCEPTED and ACKNOWLEDGED by:

**NORDEA UNIBANK A/S (UNIBANK A/S)**, as  
European Loan Agent

By: \_\_\_\_\_  
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAN-FOAM A/S**


By: \_\_\_\_\_

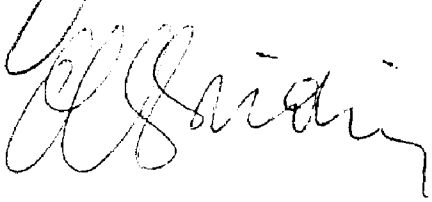
Name:

Title:

ACCEPTED and ACKNOWLEDGED by:

**NORDEA UNIBANK A/S (UNIBANK A/S), as**  
European Loan Agent

By:  \_\_\_\_\_  
Its: Duly Authorized Signatory



ACKNOWLEDGMENT OF GRANTOR

STATE OF Kentucky )  
COUNTY OF Fayette ) ss.

On this 14 day of September, 2001 before me personally appeared Robert B. Russell Jr. who executed the foregoing instrument on behalf of DAN-FOAM A/S who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Garret L. Pinner  
Notary Public

{seal}

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None

II. PATENT APPLICATIONS

A. UNITED STATES PATENTS AND APPLICATIONS

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
CUSHION	29/121291	4-4-2000	D456659	7-5-2002
CUSHION	29/153266	2-1-2001		
LEG SPACER PILLOW	29/137361	16-2-2001		Abandoned
SLEEP MASK	29/122485	4-4-2000		
SEAT CUSHION	29/094416	1-10-1998	D417,984	28-12-1999
CAR SEAT	09/623,587	16-10-2000		

B. FOREIGN PATENTS AND APPLICATIONS

TITLE: MILLENNIUMPUDE

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Austria	MU 1360/2000	4-4-2000	39.908	20-5-2000
Australia	1293/2000	28-4-2000	142663	15-1-2001
Brazil	DI 6001994-8	2-8-2000	DI6001994-8	19-6-2001
Benelux	76963 00	4-4-2000	32244-00	4-4-2000
Canada	2000-0854	31-3-2000	93191	24-8-2001
Switzerland	N/A	3-4-2000	126.981	3-4-2000

China	00331057.4	25-72000	00331057.4	27-1-2001
Germany	400 03 39.8	4-4-2000	400 03 39.8	19-6-2000
Denmark	MA 1999 01168	4-10-1999	MR200000535	26-4-2000
Spain	148310/2	3-5-2000	00148310/2	8-5-2002
France	002067	4-4-2000	002067	4-4-2000
Great Britain	2091913	3-4-2000	2091913	10-4-1999
Greece	20000600125	22-52000	6000847	22-3-2001
Israel	33932	8-3-2000		
Italy	TO 2000O000099	5-5-2000		
Korea, Republic of	2001-0008168	21-8-2000	0280850	19-7-2001
Norway	20000234	4-4-2000	76114	4-1-2001
Russian Federation	20000501243	19-7-2000	49638	N/A
Taiwan	89305628	21-8-00	75558	2-1-2002

TITLE: SEAT CUSHION

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Benelux	74818-00	19-8-1998	30199-00	21-4-1999
Germany	49808898.7	9-9-1998	49808898.7	18-2-1999
Denmark	MA 1998 00363	1-4-1998	MR199800903	1-12-1998
Great Britain	2077990	28-9-1998	2077990	1-4-1998
Norway	980604	24-8-1998	74978	20-5-1999
Sweden	981696	28-8-1998	65.298	16-8-2000

TITLE: CAR SEAT

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
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Australia	27529/99	30-8-2000
Brazil	PI9908436-8	1-9-2000
Europe	99908007.0	18-9-2000
India	IN/PCT/2000/00339	31-8-2000
Japan	2000-534427	4-9-2000
China	99803433.9	22-2-1999
Mexico	008562	1-9-2000
Russian Federation	200124935	2-10-2000
Sweden	9800673-7	3-3-1998
Korea, Republic of	2000-7009646	1-9-2000
WO International Appl.	PCT/SE99/00239	22-2-1999

TITLE: EN BENSTØTTEPUDE

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Denmark	MA 2000 01344	7-12-2000	MR200100816	23-8-2001

TITLE: VISKOMADRAS

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Denmark	PA 2000 00027	11-1-2000		

TITLE: VISKOMADRAS (Utility Model)

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Denmark	BA 2001 00008	5-1-2001	BR200100008	23-2-2001

### III. PATENT LICENSES

**None**

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Argentina	TEMPUR (word)	1871594	16-05-2002
Argentina	TEMPUR (word)	1871596	16-05-2002
Argentina	TEMPUR (word device	1871599	16-05-2002
Argentina	TEMPUR (word device in color)	1871597	16-05-2002
Australia	TEMPUR (word)	844724	10-09-2001
Australia	TEMPUR (word)	846480	10-09-2001
Benelux	TEMPUR (word)	516564	10-04-1992
Benelux	TEMPUR (word)	532326	07-06-1993
Benelux	DFC TEMPUR (word/ figure)	536923	28-07-1993
Canada	TEMPUR (word)	515449	26-08-1999
Canada	TEMPUR MED (word)	515468	26-08-1999
Canada	TEMPUR PEDIC (word)	515469	26-08-1999
China	TEMPUR (word)	1637560	21-09-2001
China	TEMPUR (word)	1628928	07-09-2001
China	TEMPUR (word / device in color)	1628927	07-09-2001
China	TEMPUR (Chinese signs)	1637561	21-09-2001
China	TEMPUR (kinesiske tegn)	1628926	07-09-2001

Czech Republic	TEMPUR (word / device in color)	234413	25-06-2001
Czech Republic	TEMPUR (word)	234414	25-06-2001
Denmark	TEMPUR (word)	VR 1992 2808	10-04-1992
Denmark	TEMPUR (word/ device in color)	VR 2001 3805	12-09-2001
Denmark	Space pillow (word)	VR 2000 3637	08-08-2000
Denmark	Astro pillow (word)	VR 2000 5685	07-12-2000
European Community	TEMPUR (word)	001200179	13-06-2001
European Community	TEMPUR (word/ device in black & white)	001167923	16-11-2000
European Community	Astro pillow (word)	001960194	07-03-2002
European Community	Galaxy (word)	002002392	18-06-2002
Finland	TEMPUR (word)	201756	30-09-1996
France <sup>*/</sup>	TEMPUR (word)	92/414.607	10-04-1992
Germany	TEMPUR (word)	2032993	23-03-1993
Iceland	TEMPUR word)	884/1996	23-08-1996
Iceland	TEMPUR (word / device in color)	1281/2000	02-10-2000
Int. Reg. Acc. to the Madrid Agreement	TEMPUR (word)	636554	01-11-1994
Int. Reg. Acc. to the Madrid Agreement	TEMPUR (word)	761 598	09-07-2001
Int. Reg. Acc.	TEMPUR (word/	763 799	17-07-2001

<sup>\*/</sup> Are registered in the former name of Dan-Foam A/S, namely "Skumgummifabrikken Dan-Foam A/S" .Request for registration of the change of name has been made, but confirmation is not yet received

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to the Madrid Agreement	device in colors)		
Iran	TEMPUR (word)	96000	23-10-2001
Israel	TEMPUR (word)	99458	15-04-1997
Israel	TEMPUR (word)	99459	05-01-1997
Israel	TEMPUR (word / device in color)	140850	04-12-2001
Israel	TEMPUR (word / device in color)	140851	04-12-2001
Japan	TEMPUR (word)	3225123	29-11-1996
Japan	TEMPUR (word)	4163394	03-07-1998
Japan	TEMPUR (word / device in color)	4355267	28-01-2000
Japan	TEMPUR (Japanese signs)	4566278	10-5-2002
Korea, Republic of	TEMPUR (word)	338403	26-04-1996
Korea, Republic of	TEMPUR (word)	342613	05-07-1996
Korea, Republic of	TEMPUR PEDIC (word / figure)	332808	31-01-1996
Korea, Republic of	TEMPUR PEDIC (word / figure)	351588	17-12-1996
Lebanon	TEMPUR (word)	86842	28-3-2001
Mexico	TEMPUR (word)	689723	28-02-2001
Mexico	TEMPUR (word)	689724	28-02-2001
Mexico	TEMPUR (word / device in color)	693166	30-03-2001
Mexico	TEMPUR (word / device in color)	702511	20-06-2001
New Zealand	TEMPUR (word)	633337	06-09-2001

New Zealand	TEMPUR (word)	633338	06-09-2001
New Zealand	TEMPUR (word / device in color)	633843	09-10-2001
New Zealand	TEMPUR (word / device in color)	633844	09-10-2001
Norway	TEMPUR (word) 1	161579	24-02-1994
Norway	TEMPUR (word / device in color)	204264	24-08-2000
Phillipines <sup>*/</sup>	TEMPUR (word)	4-1996- 113840	28-08-2000
Phillipines <sup>*/</sup>	TEMPUR (word)	4-1996- 113841	28-08-2000
Puerto Rico	TEMPUR (word)	51230	14-05-2002
Puerto Rico	TEMPUR (word)	51231	14-05-2001
Sweden	TEMPUR (word)	236 525	12-06-1992
Sweden	TEMPUR MADRASSEN (word/ device)	247 135	26-02-1993
Sweden	TEMPUR MADRASSEN (word/ device)	247 136	26-02-1993
Switzerland	TEMPUR (word)	400 608	30-07-1992
Switzerland	TEMPUR (word / device in color)	467 971	28-12-1999
Syria	TEMPUR (word)	76817	05-08-2001
Syria	TEMPUR (word / (device in color)	77823	31-10-2001
Taiwan	TEMPUR (word)	00682811	01-07-1995
Taiwan	TEMPUR (word)	00687829	16-08-1995
Taiwan	TEMPUR (word /	00879680	16-01-2000

<sup>\*/</sup> Id.

<sup>\*/</sup> Id.

STM/240967.1

device in color)

Taiwan	TEMPUR (word / device in color)	889752	16-04-2000
United Arab Emirates	TEMPUR (word)	31676	11-05-2002
United Arab Emirates	TEMPUR (word)	31725	11-05-2002
United Kingdom	TEMPUR (word)	1508897	1-8-1992
United Kingdom	TEMPUR (word)	1508896	1-8-1992
United States of America	TEMPUR (word)	1,926469	01-08-1992
United States of America	TEMPUR MED (word)	1,924637	03-10-1995
United States of America	TEMPUR (word / device in color)	2,495299	09-10-2001
United States of America	TEMPUR PEDIC (word)	1,853088	06-09-1994

## II. TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Belarus	TEMPUR (word / device in color)	2000 1292	18-08-2000
Brazil	TEMPUR (word)	823080323	16-08-2000
Brazil	TEMPUR (word)	823080340	16-08-2000
Brazil	TEMPUR (word / device in color)	823080315	16-08-2000
Brazil	TEMPUR (word / device in color)	823080331	16-08-2000
China	TEMPUR (word / device in color)	2000111805	27-07-2000
Dominican Republic	TEMPUR (word)	No appl. no. allotted in Dom. Rep.	25-05-2001
Dominican	TEMPUR (word)	No appl. no. allotted	25-05-2001

Republic		in Dom. Rep.	
India	TEMPUR (word)	857504	24-05-1999
India	TEMPUR (word)	857505	24-05-1999
India	TEMPUR (word / device in black & white)	857503	24-05-1999
India	TEMPUR (word / figure in black & white)	857502	24-05-1999
Japan	GALAXY (word)	2001-53839	13-06-2001
Kuwait	TEMPUR (word)	48504	09-12-2000
Kuwait	TEMPUR (word)	48505	09-12-2000
Philippines	TEMPUR (word / device in color)	4-2000-0006465	02-08-2000
South Africa	TEMPUR (word)	99/09452	26-05-1999
South Africa	TEMPUR (word)	99/09453	26-05-1999
South Africa	TEMPUR (word / device in color)	99/10598	20-05-1999
South Africa	TEMPUR (word / device in color)	99/10599	20-05-1999
Thailand	TEMPUR (word)	462,885	17-8-2001
Thailand	TEMPUR (word)	462,886	17-8-2001
United States of America	TEMPUR INSIDE (word)	75/588117	13-11-1998

### III. TRADEMARK LICENSES

**None**

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

**None**

II. COPYRIGHT APPLICATIONS

**None**

I. COPYRIGHT LICENSES

**None**

SCHEDULE IV

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. EXISTING ENCUMBRANCES

**None**