

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Chattam & Wells, Inc.	01/25/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as First Lien Collateral Agent
<b>Street Address:</b>	600 E. Las Colinas Boulevard
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75309
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6249924
Patent Number:	5878455
Patent Number:	6223370
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ipdocket@lw.com
<b>Correspondent Name:</b>	Latham & Watkins LLP
<b>Address Line 1:</b>	650 Town Center Drive
<b>Address Line 2:</b>	Suite 2000
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon

OP \$120.00 6249924

Total Attachments: 10  
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## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 25, 2005 (as amended, restated, replaced, supplemented or modified from time to time, the “**Copyright Security Agreement**”), between each of the signatories hereto (collectively, “**Grantors**”) and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

### WITNESSETH:

WHEREAS, Grantors are party to a First Lien Pledge and Security Agreement, dated as of January 25, 2005 (the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, “**Patents**”), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Patent Licenses**”);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom;  
and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to: any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 5. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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


**CONSOLIDATED BEDDING, INC.,**

By:   
Name: W. Les Ayers  
Title: President


**ABI ENTERPRISES, INC.**

By:   
Name: W. Les Ayers  
Title: President


**AMERICAN BEDDING INDUSTRIES, INC.**

By:   
Name: W. Les Ayers  
Title: President

**AMERICAN INTERNATIONAL MATTRESS COMPANY**

By:   
Name: W. Les Ayers  
Title: President

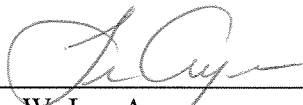
**ANTINORI EQUIPMENT RENTALS I, LLC**

By:   
Name: W. Les Ayers  
Title: Manager

*(signatures continue on next page)*

[Patent Security Agreement]

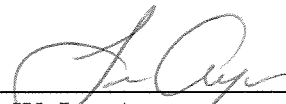
**NATURE'S REST, INC.**

By:   
Name: W. Les Ayers  
Title: President


**NATURE'S REST MARKETING, L.L.C.**

By:   
Name: W. Les Ayers  
Title: Manager

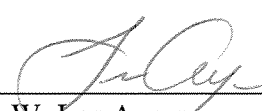
**CHATTAM & WELLS, INC.**

By:   
Name: W. Les Ayers  
Title: President

**SPRING AIR PARTNERS-CALIFORNIA, INC.**

By:   
Name: W. Les Ayers  
Title: President


**SPRING AIR PARTNERS - CANADA, INC.**

By:   
Name: W. Les Ayers  
Title: President


*(signatures continue on next page)*

[Patent Security Agreement]


**SPRING AIR CALIFORNIA - DELUXE  
BEDDING CO., INC.**

By:   
Name: W. Les Ayers  
Title: President

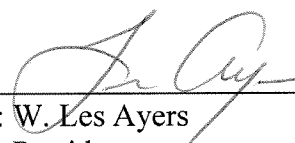
**SPRING AIR PARTNERS-NEW JERSEY, INC.**

By:   
Name: W. Les Ayers  
Title: President

**SPRING AIR PARTNERS – NORTH  
AMERICA, INC.**

By:   
Name: W. Les Ayers  
Title: President

**SPRING AIR PARTNERS-TEXAS, INC.**

By:   
Name: W. Les Ayers  
Title: President

*(signatures continue on next page)*

[Patent Security Agreement]



SPRING AIR / SOMMEX COMPANY - SOCIÉTÉ  
SPRING AIR / SOMMEX

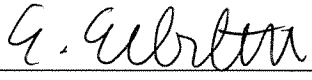
By: Peter F. Canetta  
Name: PETER F. CORNETTA  
Title: DIRECTOR

*(signatures continue on next page)*

[Patent Security Agreement]

Accepted and Agreed:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as Collateral Agent

By:   
Authorized Signatory

[Patent Security Agreement]

**PATENT**  
**REEL: 015621 FRAME: 0598**

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS AND APPLICATIONS**

**U.S. Patents**  
**(Owned by Chattam & Wells, Inc.)**

<b>Title</b>	<b>Inventor</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Maintenance Fee Due</b>
Anti-Roll Off Mattress Construction	Kluft, Earl Sanderson	6249924	June 26, 2001	12/26/04
Corner Guard for Mattress	Patterson, Ken	5878455	March 9, 1999	9/9/06
Anti-Roll Off Mattress Construction	Kluft, Earl Sanderson	6223370	May 1, 2001	11/1/04

**U.S. Patents**  
**(Owned by American Bedding Industries, Inc.)**

<b>Patent Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
Mattress tub	6,212,720	April 10, 2001	March 8, 2020
Mattress and method of manufacture	6,223,371	May 1, 2001	April 15, 2019
Machine for and a method of manufacturing a laminate particularly adapted for bedding, padding, and upholstering *	6,290,800	September 18, 2001	December 2, 2019
Laminate for bedding, padding, upholstering and like applications *	6,447,874	September 10, 2002	December 2, 2019
Upholstered slat box spring/bed	6,701,551	March 9, 2004	September 25, 2022

Mattress core and mattress providing pressure relief and minimizing body pressure	6,782,575	August 31, 2004	September 5, 2023
* To be licensed on a non-exclusive basis to SleepComp, LLC			

**U.S. Patent Applications**  
**(By American Bedding Industries, Inc.)**

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Mattress having a spring unit with a single upper peripheral border rod locked within a chamber of a synthetic foam plastic material housing	10/446,729	May 29, 2003