

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Kingdown, Incorporated	05/10/2012
RECEIVING PARTY DATA	
Name:	Branch Banking and Trust Company
Street Address:	5130 Parkway Plaza Boulevard
Internal Address:	Mail Code: 500-96-01-70
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	RE41809
Patent Number:	7631381
Patent Number:	7484282
Patent Number:	6874215
Patent Number:	6741950
Patent Number:	6585328
Patent Number:	5848450
Patent Number:	6571192
Application Number:	12990456
Application Number:	12920307
Application Number:	12919189
Application Number:	12867723
Application Number:	12867739
Application Number:	12867690

Application Number:	12867740
Application Number:	12867684
Application Number:	12933604
Application Number:	12876831
Application Number:	12876341
Application Number:	61509419

CORRESPONDENCE DATA

Fax Number: (919)416-8328

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

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

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

026618-448 JES

NAME OF SUBMITTER:

John E. Slaughter

Total Attachments: 10

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("IP Security Agreement"), dated as of May 10, 2012 ("Effective Date"), is made by Kingsdown, Incorporated, a North Carolina corporation (the "Debtor"), in favor of Branch Banking and Trust Company, a North Carolina banking corporation (the "Secured Party"), parties to the Loan Agreement, dated as of April 11, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Secured Party agreed to make extensions of credit to the Debtor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Debtor has executed and delivered a Security Agreement, dated as of April, 11 2011, in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor pledged and granted to the Secured Party a continuing security interest in all of Debtor's General Intangibles, including the General Intangibles now owned or at any time hereafter acquired by the Debtor in which the Debtor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this IP Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Secured Party to make the extensions of credit pursuant to the Loan Agreement, and with the intention of being legally bound hereby, the Debtor and the Secured Party agree as follows:

SECTION 1. Defined Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement.

SECTION 2. Grant of Security Interest. The Debtor hereby grants to the Secured Party a lien on and continuing security interest in all of such Debtor's right, title, and interest in and to the following: (a) all letters patent and patent applications in the United States and all other countries (and all letters patent that issue therefrom), including all industrial designs, industrial models, utility models, certificates of invention and other indices of invention ownership, and all reissues, reexaminations, extensions, renewals, substitutes, divisions and continuations (including continuations-in-part and continuing prosecution applications) thereof, all rights to make applications for issuance and recordations, for the full term thereof, now existing or hereafter applied for, issued, or acquired ("Patents"), (b) all trademark and service mark rights, statutory and common-law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, trade dress, logos and other source or business identifiers and indicia of commercial source or origin, together with all translations, adaptations, derivations and combinations thereof, and the goodwill associated therewith, all registrations and applications for registration thereof, and all rights to make applications for registrations and recordations, under the laws of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, for the full term and all renewals thereof, now existing or hereafter applied for, registered, adopted, or acquired ("Trademarks"), (c) all copyright and similar rights under the laws of the United States (including all proprietary rights afforded pursuant to Title 17 of the United States Code, including, without limitation, all rights in copyrights, works of authorship, original designs and mask works) and all other countries for the full term thereof (and including all rights accruing

by virtue of bilateral or international copyright treaties and conventions), whether registered or unregistered, including, but not limited to, all registrations, applications for registration, renewals, extensions, reversions or restorations thereof now or hereafter provided for by law, all rights to make applications for registrations and recordations, and all adaptations, derivations, and versions thereof, regardless of the medium of fixation or means of expression, now existing or hereafter applied for, registered, created, or acquired ("Copyrights"), (d) all internet domain names and applications therefor and all URL's ("Domain Names"), (e) any data or information that is not commonly known by or available to the public, and which derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy ("Trade Secrets"), (f) all worldwide intellectual property rights, industrial property rights, proprietary rights and common-law rights, whether registered or unregistered, not otherwise included in the foregoing, including, without limitation, all rights to and under all new and useful inventions, discoveries, technology, confidential information, methods, processes, designs, technology, art, brands, formulas, algorithms, software, concepts, protocols, electronic or other databases, tangible embodiments (in whatever form or medium), and all improvements thereof and all know-how related thereto ("Other Intellectual Property"), (g) any agreement, whether written or oral, providing for the grant of any right under any of the foregoing ("IP Licenses"), and (h) together with the rights to all related past, present and future causes of action and any and all interests, claims, and rights for damages, profits, and other awards or remedies by reason of any infringement, unauthorized use, dilution, misappropriation, or other violation of intellectual property rights, now existing or hereafter created or acquired, and any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing ("Additional IP Rights"), including, without limitation, those items listed on Schedule A hereto (the foregoing collectively, the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debtor's Obligations, provided that the security interest created hereby does not constitute an assignment, shall not include any license or agreement to the extent that, and only during the period in which, a grant of security therein would violate or create a right of termination in favor of any other party thereto (other than any Debtor) to the extent such is not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, and shall not include any of the foregoing to the extent that, and only during the period in which, a grant of security interest therein would void, invalidate, cancel, or impair the enforceability of such intellectual property rights.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral herein secures the payment of all of the Obligations. The Debtor does hereby acknowledge and agree that the grant of the lien on and security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the IP Collateral have been granted in connection with the Security Agreement, are expressly subject to the terms and conditions thereof, and 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, and that the lien on and security interest in the IP Collateral may only be terminated in accordance with the terms of the Security Agreement.

SECTION 4. Recordation. The Debtor authorizes and requests that the United States Patent and Trademark Office, United States Copyright Office, or other governmental agency record this IP Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

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IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

DEBTOR:

KINGSDOWN, INCORPORATED

By: Frank A. Woods
Name: Frank A. Woods
Title: President

SECURED PARTY:

BRANCH BANKING AND TRUST COMPANY

By: _____
Name: Thomas J. Smith
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

DEBTOR:

KINGSDOWN, INCORPORATED

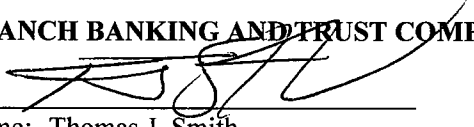
By: _____

Name: _____

Title: _____

SECURED PARTY:

BRANCH BANKING AND TRUST COMPANY

By:  _____

Name: Thomas J. Smith

Title: Senior Vice President

Schedule A

U.S. Issued Patents

Description	Patent No.	Issued
AUTOMATIC MATTRESS SELECTION SYSTEM	RE41809 (reissue of 6990425)	10/05/10
MATTRESS HAVING FOAM ENCASEMENT AND METHOD OF MAKING THE SAME	7631381	12/15/09
METHOD OF MAKING MATTRESSES	7484282	02/03/09
METHOD OF MAKING MATTRESSES	6874215	04/05/05
AUTOMATIC MATTRESS SELECTION SYSTEM	6741950	05/25/04
CUSTOMIZED MATTRESS EVALUATION SYSTEM	6585328	07/01/03
AIR BED CONTROL	5848450	12/15/98
AUTOMATIC MATTRESS SELECTION SYSTEM	6571192	05/27/03

U.S. Pending Patent Applications

Description	Appl. No.	Filing Date
APPARATUSES AND METHODS FOR PHYSIOLOGICAL ALARM	12990456 20110291842	12/29/10
METHODS AND APPARATUSES FOR COMFORT/SUPPORT ANALYSIS OF A SLEEP SUPPORT MEMBER	12920307 20110041592	08/30/10
SYSTEMS AND METHODS FOR CONTROLLING A BEDROOM ENVIRONMENT AND FOR PROVIDING SLEEP DATA	12919189 20110010014	08/24/10
METHODS AND APPARATUSES FOR TESTING A SLEEP SUPPORT MEMBER	12867723 20110004354	08/13/10
APPARATUSES AND METHODS FOR SINGLE-SIDED ZONED MATTRESS	12867739 20100319136	08/13/10
APPARATUSES AND METHODS FOR PROVIDING VARIABLE SUPPORT AND VARIABLE COMFORT CONTROL OF A SLEEP SYSTEM AND AUTOMATIC ADJUSTMENT THEREOF	12867690 20100318239	08/13/10
APPARATUSES AND METHODS FOR EVALUATING A PERSON FOR A SLEEP SYSTEM	12867740 20100317930	08/13/10
APPARATUSES AND METHODS FOR AUTOMATIC PILLOW ADJUSTMENT	12867684 20100313359	08/13/10
METHODS AND APPARATUSES FOR PROVIDING A SLEEP SYSTEM HAVING CUSTOMIZED ZONED SUPPORT AND ZONED COMFORT	12933604 20110010249	09/20/10
COMPUTERIZED PILLOW-FITTING METHODS AND APPARATUSES	12876831 20100332009	09/07/10
AUTOMATIC MATTRESS SELECTION SYSTEM	12876341	09/07/10
FOAM MATTRESS WITH PROGRESSIVE SUPPORT CHARACTERISTICS AND METHOD FOR MANUFACTURING SAME	61509419	

U.S. Registered Trademarks

Mark	Registration No.	Registration Date
PERFECTMATCH	4094543	01/31/12
MYSIDE	4062429	11/29/11
COOL WAVE	4032888	09/27/11

Mark	Registration No.	Registration Date
THERMAL TRANSFER TECHNOLOGY	3942427	04/05/11
LIVE LIFE WELL RESTED	3949366	04/19/11
MY COIL	4020328	08/30/11
Design only	3999363	07/19/11
KINGSDOWN and Design	4046260	10/25/11
YOURS TRULY	3390176	02/26/08
VINTAGE COLLECTION	3229930	04/17/07
POWER-TUFTING	3562647	01/13/09
COMFORTMATCH	3277687	08/07/07
COMFORTMATCH**	3220851	03/20/07
THE MATTRESS THAT GROWS UP WITH YOU	3478031	07/29/08
BECAUSE – HEALTHY SLEEP CAN’T START EARLY ENOUGH	3478030	07/29/08
KINGSDOWN ADVANCE	3405355	04/01/08
PARTNER PERFECT	3200642	01/23/07
THE SLEEP HAVEN COLLECTION	3276646	08/07/07
FULL BODY SURROUND	3410330	04/08/08
PERSONAL SLEEP	3110344	06/27/06
WRAPPED COIL and Design	3551793	12/23/08
WAKE UP TO A BETTER LIFE	3121725	07/25/06
PLUSH SENSE	3202639	01/23/07
SWING FOR KIDS CLASSIC**	2994833	09/13/05
SLEEP TO LIVE**	2970428	07/19/05
DEUBLE	2928861	03/01/05
SLEEP SMART	2918058	01/11/05
VERTICAL ZONING	2696883	03/11/03
SLEEP SELECTIONS	2774123	10/14/03
BODY PERFECT	2990187	08/30/05
SLEEP TO LIVE and Design	3648767	06/30/09
Design only	3648766	06/30/09
TAN GREEN BLUE RED and Design	3842778	08/31/10
MY SIDE SLEEP. PERSONALIZED.	3794658	05/25/10
SLEEP TO LIVE BEHAVIOR ENVIRONMENT EQUIPMENT and Design	3874273	11/09/10
SLEEP. PERSONALIZED.	3788503	05/11/10
NO WAKE ZONE	3808164	06/22/10
MY SIDE TECHNOLOGY	3794621	05/25/10
BODY NATURAL	3794293	05/25/10
SLEEP TO LIVE OASIS	3796853	06/01/10
SLEEP TO LIVE OASIS	3796847	06/01/10
SCIENTIFIC MANAGEMENT AND RESPONSE TECHNOLOGY	3668703	08/18/09
POWERED BY SMART	3664990	08/04/09
REMEMBRANCE INLAY	3665975	08/11/09
DISCOVER A BETTER LIFE THROUGH THE SCIENCE OF BETTER SLEEP	3734972	01/05/10
SLEEP TO LIVE and Design	3587006	03/10/09
VERTICAL ZONING	3590648	03/17/09
SLEEP. GET YOURS.	3702970	10/27/09
GET YOURS.	3702969	10/27/09
PERSONAL SLEEP	3563763	01/20/09
BODYCARES	3628399	05/26/09

Mark	Registration No.	Registration Date
Design only	4091259	01/24/12
SLEEP TO LIVE and Design	4091258	01/24/12
BODYSYSTEM PLUS	3406414	04/01/08
RSVP	3861214	10/12/10
BODYADVANCE	3463115	07/08/08
BODY ESSENTIAL	3419286	04/29/08
BODYDIAGNOSTICS	3419236	04/29/08
BODYDUET	3419224	04/29/08
BODYDIAGNOSTICS	3419100	04/29/08
BODYPREMIER	3472877	07/22/08
SLEEP MACHINE	3499539	09/09/08
BODY BLEND	3303276	10/02/07
CUSHION CLOUD	2882713	09/07/04
VZ	2816831	02/24/04
RELAXED SLEEP SURFACE	2569910	05/14/02
KINGSDOWN and Design	2581811	06/18/02
DIAGNOSTIC SLEEP CENTER	2789286	12/02/03
SLEEP TO LIVE	2660601	12/10/02
MOTION BEDDING	2622210	09/17/02
LOW PRESSURE	2605855	08/06/02
DORMODIAGNOSTICS	2681765	01/28/03
BODY MOTION	2592911	07/09/02
KINGSDOWN	2362378	06/27/00
BODY PROFILE	2422867	01/23/01
DORMODIAGNOSTICS	2407274	11/21/00
DORMODIAGNOSTICS	2407273	11/21/00
OUR PASSION IS SLEEP BECAUSE YOUR PASSION IS LIFE	2335767	03/28/00
Design only	2603286	08/06/02
SCI SLEEP COMFORT INTERNATIONAL and Design	2365826	07/11/00
SCI SLEEP COMFORT INTERNATIONAL and Design	2286748	10/12/99
SLEEP COMFORT INTERNATIONAL and Design	2266877	08/03/99
S.C.I.	2276756	09/07/99
SLEEP COMFORT INTERNATIONAL	2260808	07/13/99
SLEEP TO LIVE	2168583	06/23/98
KINGSDOWN and Design	2117390	12/02/97
INSIGNIA	2054530	04/22/97
COIL ON COIL and Design	1818977	02/01/94
FRESH COMFORT**	1843682	07/05/94
FRESH COMFORT	1684463	04/28/92
BODY SYSTEM	1654338	08/20/91
DR. GOODBONES	1599637	06/05/90
Design only	1600891	06/12/90
Design only	1464598	11/10/87
UNIFLEX	1525705	02/21/89
KINGSDOWN and Design	1404987	08/12/86
KINGSDOWN POSTURE	1404986	08/12/86
SLEEPING BEAUTY 2000	1329640	04/09/85
TRADITION	1292319	08/28/84
FLEXATRON	1081747	01/10/78

Mark	Registration No.	Registration Date
SLEEP-IN	0959372	05/22/73
SLEEPING BEAUTY	0919791	09/07/71
CROWN IMPERIAL	0906191	01/19/71
KING-O-PEDIC	0767878	04/07/64
SPINAL-AID	0777391	09/22/64
KINGSDOWN	0520839	02/07/50

U.S. Pending Trademark Applications

Mark	Application No.	Filing Date
ASK THE EXPERT	85510699	01/06/12
IT'S THE COOLEST BED IN THE WORLD	85401164	08/18/11
BLU-TEK WITH COOL SUPPORT TECHNOLOGY and Design	85400088	08/17/11
BLU-TEK WITH COOL SUPPORT TECHNOLOGY	85400071	08/17/11
ROYALL & BORDEN	85317145	05/10/11
SLEEP TO LEARN	85278700	03/28/11
COLORMATCH	85278684	03/28/11
PILLOWMATCH	85253549	02/28/11
ENDURO EDGE SUPPORT	85244958	02/17/11
KINGSDOWN SELECT	85213131	01/07/11
MY SIDE CERTIFIED BY SLEEP TO LIVE and Design	85187974	12/01/10
MY SIDE	85187968	12/01/10
KINGSDOWN	85179830	11/18/10
SLEEP TO LIVE and Design	85179809	11/18/10
ARCTIC WAVE PLUS	85179397	11/17/10
CHILLY WAVE PLUS	85179392	11/17/10
COOL WAVE PLUS	85179390	11/17/10
YOURSIDE	85179363	11/17/10
QUEENSBRIDGE	85170065	11/05/10
CHILLY WAVE	85156370	10/19/10
ARCTIC WAVE	85156359	10/19/10
MATTRESS FINDER	85145296	10/05/10
SLEEPNOSTICS	85145291	10/05/10
ZZZFINDER	85145287	10/05/10
BODY SIGNATURE	85145285	10/05/10
BODYSIGNATURE	85145283	10/05/10
CUSTOM FIT	85145276	10/05/10
CUSTOMFIT	85145270	10/05/10
SUPPORTMATCH	85127077	09/10/10
POSTUREMATCH	85127070	09/10/10
PILLOWMATCH	85126656	09/10/10
BEDMATCH	85126647	09/10/10

U.S. State Registered Trademark

State	Mark	Reg. No.	Reg. Date
KY	SLEEPING BEAUTY**	15670	06/25/04

U.S. Registered Copyright

Title	Registration No.	Reg. Date
Quality checklist**	TX1206914	08/29/83

NOTE – By entering into this IP Security Agreement, the Debtor does not make a representation as to whether the items of intellectual property denoted with a double asterisk (**) are owned by the Debtor. If such items of intellectual property are owned by the Debtor, however, then the Debtor grants a security interest to Secured Party in such items pursuant to the terms and conditions of this IP Security Agreement.