

12-28-1998



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RECORDATION FORM COVER  
TRADEMARKS C

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Form PTO-1594  
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies): **12/23/98**  
Southern California Foam, Inc.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State: California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: National Westminster Bank PLC  
Internal Address: \_\_\_\_\_  
Street Address: 175 Water Street  
City: New York State: New York ZIP: 10038

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- State: \_\_\_\_\_  
 Other Public Limited Company, incorporated in the United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignments)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 26, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/397,741  
74/664,071

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1,632,385

OPR/FINANCE  
DEC 23 AM 11:31

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kimberly V. Miller  
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
23-1705  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kimberly V. Miller 12/28/1998 SSNITH 00000033 75397741  
 \_\_\_\_\_  
 Signature Date

01 FC:481 40.00 OP  
02 FC:482 50.00 OP  
OMB No. 0651 0011 (exp. 4/94)

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651 0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, SOUTHERN CALIFORNIA FOAM, INC., a California corporation (the "Assignor") with principal offices at 540 West Lambert Road, Brea, California 92821, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of November 3, 1997 (as amended from time to time, the "Security Agreement") and shall be effective as of October 26, 1998. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 26 day of October, 1998.

SOUTHERN CALIFORNIA FOAM, INC.  
as Assignor

By: Mark A. Stern  
Name: MARK A STERN  
Title: PRESIDENT

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

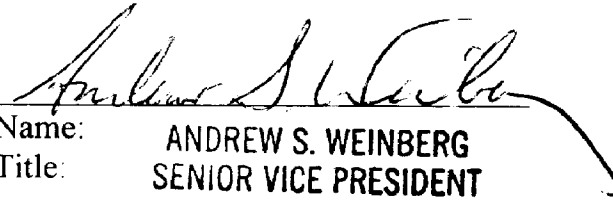
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the \_\_\_ day of October, 1998.

SOUTHERN CALIFORNIA FOAM, INC.  
as Assignor

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

By:   
Name: ANDREW S. WEINBERG  
Title: SENIOR VICE PRESIDENT

STATE OF New York )  
COUNTY OF Suffolk ) ss.

On this 26<sup>th</sup> day of October, 1998, before me personally came

MARK A. STERN who, being duly sworn, did depose and say that  he is  
THE PRESIDENT of Southern California Foam, Inc , that  he is authorized to execute  
the foregoing Assignment of Security Interest on behalf of said corporation and that  he did so  
by authority of the Board of Directors of said Corporation.

Susan E. Brimlow  
Notary Public

SUSAN E. BRIMLOW  
Notary Public, State of New York  
No. 4977508  
Qualified in Suffolk County  
Commission Expires 2-4-99

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 14<sup>th</sup> day of October, 1998, before me personally came

Andrew Weinberg who, being by me duly sworn, did state as follows: that [s]he is  
Senior Vice President of National Westminster Bank PLC, that [s]he is authorized to  
execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he  
did so by authority of the Board of Directors of said corporation.

MARIE A. GENTILE  
Notary Public, State of New York  
No. 4979706  
Qualified in Suffolk County  
Commission Expires April 8, 1999

Marie A. Gentile  
Notary Public

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
DOOR CATTIE	75/397,741	December 1, 1997
PET-O-PEDIC	74/664,071	April 21, 1995
LAZY PET	1,632,385	January 22, 1991