



12-12-2001

Form PTO-100
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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

101913771

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 A/S

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Denmark corporation

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
Internal as Administrative Agent
Address: _____

Street Address: 401 Merritt 7, 2 North
City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 9/25/01

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Marianne F. Taras
Name of Person Signing

Marianne F. Taras
Signature

9/25/01
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Additional Conveying Parties

Corporation – State

2. Tempur World, Inc.
3. Tempur-Pedic, Inc.

corporation – Delaware
corporation – Kentucky



DAN-FOAM A/S

TRADEMARK	TRADEMARK SERIAL NUMBER/DATE	TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
TEMPUR (word)		1926469	10-10-95
TEMPUR MED		1924637	10-3-95
GALAXY (word)	78/068,697 06-12-2001		
TEMPUR (word / device in colour)	75/588182 11-13-1998		
TEMPUR PEDIC (word)		1853088	9-6-94
TEMPUR INSIDE (word)	75/588117 11-13-1998		



TEMPUR WORLD, INC.

TRADEMARK	TRADEMARK SERIAL NUMBER/DATE	TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
SPACE MATTRESS	76/120,453 8/31/00		
SPACE CUSHION	76/120,452 8/31/00		
SPACE BED	76/120,463 8/31/00		
SPACE FOAM	76/120,454 8/31/00		
SPACE CHAIR	76/238,830 4/10/01		
TEMPURAP	76/188,028 12/28/00		
TEMPUR-PLUS3	76/188,027 12/28/00		
SPACE PILLOW	76/141,575 10/5/00		
CLASSIC PILLOW	78/057,154 4/6/01		

TEMPUR-PEDIC, INC.

TRADEMARK	TRADEMARK SERIAL NUMBER/DATE	TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
SWEDISH SLEEP SYSTEM		2,452,364	5/22/01
TEMPUR INSIDE	75/879,033 12/29/99		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September ²⁵, 2001, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent for Lenders ("Administrative 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 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"), Dan-Foam A/S, a corporation incorporated under the laws of Denmark ("DF") (TPI and TPUSA are sometimes collectively referred to herein as the "US Borrowers" and individually as a "US Borrower"; and TPI, TPUSA, DFHC and DF 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, Nordea Unibank A/S (Unibank A/S) for itself as a European Lender and as European Loan Agent for the European Lenders, and 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, each of the Grantors (other than Holdings) is a direct or indirect Domestic Subsidiary of Holdings; and

WHEREAS, Grantors directly or indirectly benefit 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, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to Administrative Agent, for the benefit of Agents and 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 Credit Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each

Grantor hereby assigns and pledges and grants to Administrative Agent, for the benefit of Agents and Lenders, a continuing first priority 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 "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 such 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. Each Grantor jointly and severally represents and warrants that such 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 and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office together with payment of the appropriate filing fees, perfected security interests in favor of Administrative Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, together with payment of the appropriate filing fees, all action necessary or otherwise requested by Administrative Agent to protect and perfect Administrative Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Administrative 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) Each Grantor shall notify Administrative 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 to the public, 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 such 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 any 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 Administrative Agent prior written notice thereof, and, upon request of Administrative Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Administrative Agent) to evidence Administrative Agent's, on behalf of Agents and Lenders, Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Administrative 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, each Grantor shall notify Administrative Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way 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 Administrative Agent may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the US Security Agreement. Each 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 US 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 any Grantor for liquidation or reorganization, should any 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 any 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. 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.

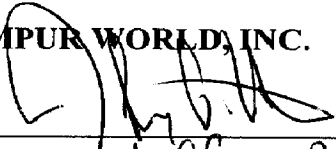
8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include, Holdings, TWI Holdings, the US Borrowers and their Domestic Subsidiaries and any other Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional US Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Administrative Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Administrative Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

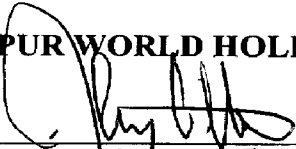
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

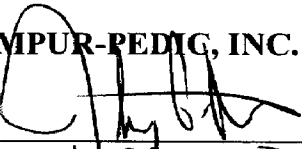
TEMPUR WORLD, INC.

By: 
Name: Jeffrey P. Heath
Title: CFO

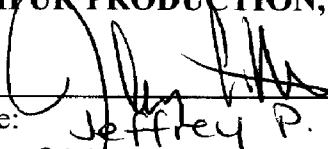
TEMPUR WORLD HOLDINGS, INC.

By: 
Name: Jeffrey P. Heath
Title: CFO

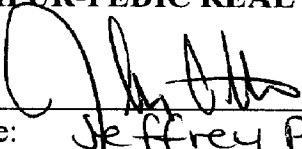
TEMPUR-PEDIG, INC.

By: 
Name: Jeffrey P. Heath
Title: CFO

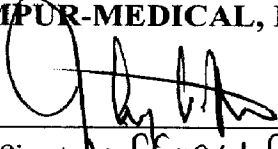
TEMPUR PRODUCTION, USA

By: 
Name: Jeffrey P. Heath
Title: CFO


TEMPUR-PEDIC REAL ESTATE, INC.

By: 
Name: Jeffrey P. Heath
Title: Secretary

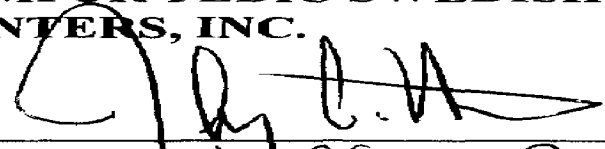
TEMPUR-MEDICAL, INC.

By: 
Name: Jeffrey P. Heath
Title: Director

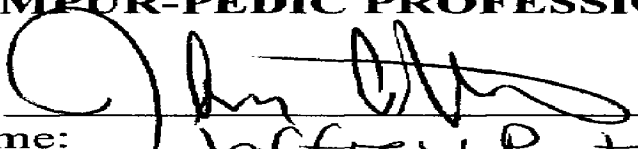
TEMPUR-PEDIC, DIRECT RESPONSE, INC.

By: 
Name: Jeffrey P. Heath
Title: Authorized Signatory

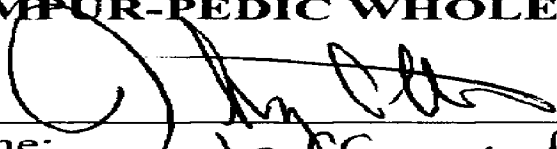
TEMPUR-PEDIC SWEDISH MATTRESS CENTERS, INC.

By: 
Name: Jeffrey P. Heath
Title: Director

TEMPUR-PEDIC PROFESSIONAL, INC.

By: 
Name: Jeffrey P. Heath
Title: Director

TEMPUR-PEDIC WHOLESALE, INC.

By: 
Name: Jeffrey P. Heath
Title: Director

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC
CAPITAL CORPORATION**, as
Administrative Agent

By:  _____
Its: Duly Authorized Signatory

STM/198401

TRADEMARK
REEL: 002413 FRAME: 0044

ACKNOWLEDGMENT OF GRANTORS

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss. Stamford

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
CFO, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR WORLD, INC. 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.

Marianne Heath Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
CFO, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR WORLD HOLDINGS, INC.,
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
Board of Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
CFO, proved to me on the basis of satisfactory evidence to be the Person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC, INC., 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.

Marianne Heath Torres
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005


STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this th 25 day of September, 2001 before me personally appeared Jeffrey P. Heath
CFO, proved to me on the basis of satisfactory evidence to be the Person
who executed the foregoing instrument on behalf of TEMPUR PRODUCTION USA, INC., 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.


Notary Public

{seal}

My Commission Exp. Jan. 31. 2005

STM/198401

TRADEMARK
REEL: 002413 FRAME: 0048


STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this 5th day of September, 2001 before me personally appeared Jeffrey P. Heath
Secretary, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC REAL ESTATE, INC.,
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.


Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STATE OF CONNECTICUT)

) ss. Stamford
COUNTY OF FAIRFIELD)

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
Director, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR MEDICAL, INC., 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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this th 25 day of September, 2001 before me personally appeared Jeffrey P. Heath
Authorized Signatory, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC, DIRECT RESPONSE,
INC., 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.

Marianne Heath Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
Director, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC SWEDISH MATTRESS
CENTERS, INC., 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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STM/198401

TRADEMARK
REEL: 002413 FRAME: 0052

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this 25th day of September, 2001 before me personally appeared Jeffrey P. Heath
Director, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC WHOLESAL, INC.,
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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

STM/198401

TRADEMARK
REEL: 002413 FRAME: 0054

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Title</u>	<u>Registration No.</u>	<u>Date</u>
TWI (USA)	Laminated Visco-Elastic Support	6,159,574	Dec. 12, 2000

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Date</u>
(TWI) USA	Product Demonstration System and Method for Using the Same	60/260,763	10-01-2001
(TPI) USA	Therapeutic Mattress Assembly	60/246,356	7-11-2000
(TWI) USA	Laminated Visco-Elastic Support	09/703,893	1-11-2000
(TWI) USA	Method and Apparatus for Mental Training	60/242,175	20-10-2000
(TWI) USA	Contoured Head Pillow	29/145,969	1-08-2001
(TWI) USA	Cushion	09/758,018	10-01-2001

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
(TPI) USA	SWEDISH SLEEP SYSTEM	2,452,364	22-05-2001

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(TWI) ARGENTINA	SPACE PILLOW	2.329.281	27-02-2001
(TWI) AUSTRALIA	SPACE PILLOW	867345	26-02-01
(TWI) BRAZIL	SPACE PILLOW	823623793	28-02-2001
(TWI) CANADA	TEMPURAP	1087987	3-01-2001
(TWI) CANADA	SPACE PILLOW	1094286	28-02-2001
(TWI) CHILE	SPACE PILLOW	519.094	27-02-2001
(TWI) CHINA	SPACE PILLOW	2001050417	3-04-2001
(TWI) COMMUNITY TRADEMARK	SPACE PILLOW	002109411	28-02-2001
(TWI) INDIA	SPACE PILLOW	993194	27-02-2001

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(TWI) JAPAN	SPACE PILLOW	17529/2001	28-02-2001
(TWI) MEXICO	SPACE PILLOW	473408	28-02-2001
(TWI) POLAND	SPACE PILLOW	Z232432	5-03-2001
(TWI) RUSSIAN FEDERATION	SPACE PILLOW	2001705944	27-02-2001
(TWI) SINGAPORE	SPACE PILLOW	T01/02654G	28-02-2001
(TWI) SOUTH AFRICA	SPACE PILLOW	2001/03186	26-02-2001
(TWI) SOUTH KOREA	SPACE PILLOW	2001-7256	27-02-2001
(TWI) TAIWAN	SPACE PILLOW	90006314	27-02-2001
(TWI) VENEZUELA	SPACE PILLOW	3302/01	28-02-2001
(TPI) USA	TEMPUR INSIDE	75/879,033	29-12-1999
(TPI) USA	SPACE MATTRESS	76/120,453	31-08-2000
(TPI) USA	SPACE CUSHION	76/120,452	31-08-2000
(TWI) USA	SPACE BED	76/120,463	31-08-2000
(TWI) USA	SPACE FOAM	76/120,454	31-08-2000
(TWI) USA	SPACE CHAIR	76/238,830	10-04-2001

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(TWD) USA	TEMPURAP	76/188,028	28-12-2000
(TWD) USA	TEMPUR-PLUS3	76/188,027	28-12-2000
(TWD) USA	SPACE PILLOW	76/141,575	5-10-2000
(TWD) USA	CLASSIC PILLOW	78/057,154	6-4-2001

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of September [], 2001 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Holdings, TWI Holdings, the US Borrowers and their Domestic Subsidiaries and any other Credit Parties signatory thereto and General Electric Capital Corporation, as Administrative Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September ²⁵, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: RS 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

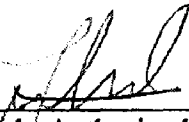
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

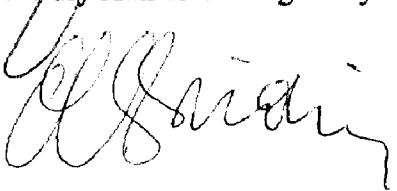
DAN-FOAM A/S

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

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

By:  _____
Its: Duly Authorized Signatory



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Title</u>	<u>Registration No.</u>	<u>Date</u>
(DF) AUSTRALIA	Milleniumpude	142663	15-01-2001
(DF) AUSTRIA	Milleniumpude	39.908	20-05-2000
(DF) BENELUX	Milleniumpude	32244-00	04-04-2000
(DF) BENELUX	Seat cushion	30199-00	21-04-1999
(DF) CHINA	Milleniumpude	00331057.4	27-01-2001
(DF) DENMARK	Viskomadras Utility Model	BR 2001 00008	23-02-2001
(DF) DENMARK	Milleniumpude	MR 2000 00535	26-04-2000
(DF) DENMARK	Seat cushion	MR 1998 00903	01-12-1998
(DF) DENMARK	Leg spacer	MR 2001 00816	23-08-2001
(DF) DENMARK	Viskomadras Utility Model	BR 2001 00008	23-02-2001
(DF) FRANCE	Milleniumpude	002067	04-04-2000
(DF) GERMANY	Milleniumpude	400036398	19-06-2000

<u>Grantor</u>	<u>Title</u>	<u>Registration No.</u>	<u>Date</u>
(DF) GERMANY	Seat cushion	49808898.7	18-02-1999
(DF) GREAT BRITAIN	Milleniumpude	2091913	04-10-1999
(DF) GREAT BRITAIN	Seat cushion	2077990	01-04-1998
(DF) GREAT BRITAIN	Leg spacer	2102384	07-12-2000
(DF) NORWAY	Milleniumpude	76114	04-01-2001
(DF) NORWAY	Seat cushion	74978	20-05-1999
(DF) SOUTH KOREA	Milleniumpude	0280850	19-07-2001
(DF) SWEDEN	Seat Cushion	65.298	16-08-2000
(DF) SWITZERLAND	Milleniumpude	126.981	24-05-2000
(DF) USA	Seat cushion	417,984	28-12-1999

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Date</u>
(DF) AUSTRALIA	Car-seat	27529/99	30-08-2000
(DF) BRAZIL	Milleniumpude	DI 6001994-8	02-08-2000

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Date</u>
(DF) BRAZIL	Car-seat	PI9908436-8	01-09-2000
(DF) CANADA	Milleniumpude	2000-0854	31-03-2000
(DF) CHINA	Car-seat	99803433.9	22-02-1999
(DF) DENMARK	Viskomadras	PA 2000 00027	11-01-2000
(DF) EP / EUROP. PATENT	Car-seat EP / EUROP. PATENT39661	99908007.0	18-09-2000
(DF) FRANCE	Leg spacer	013332	07-12-2000
(DF) GERMANY	Leg spacer	401 05 335.0	07-06-2001
(DF) GREECE	Milleniumpude	20000600125	22-05-2000
(DF) INDIA	Car-seat	IN/PCT/2000/003 39/CHE	31-08-2000
(DF) ISRAEL	Milleniumpude	33932	03-08-2000
(DF) ITALY	Milleniumpude	TO 2000O000099	05-05-2000
(DF) ITALY	Leg spacer	TO2001O00016	08-06-2001
(DF) JAPAN	Milleniumpude	2000-8635	04-04-2000
(DF) JAPAN	Car-seat	2000-534427	04-09-2000
(DF) MEXICO	Car-seat	008562	01-09-2000

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Date</u>
(DF) RUSSIA	Milleniumpude	2000501243	19-07-2000
(DF) RUSSIA	Car-seat	2000124935	02-10-2000
(DF) SOUTH KOREA	Car-seat	2000-7009646	01-09-2000
(DF) SPAIN	Milleniumpude	148310/2	03-05-2000
(DF) SPAIN	Leg spacer		07-06-2001
(DF) SWEDEN	Milleniumpude	00-0668	04-04-2000
(DF) SWEDEN	Car-seat	9800673-7	03-03-1998
(DF) TAIWAN	Milleniumpude	89305628	21-08-2000
(DF) USA	Milleniumpude	29/121291	04-04-2000
(DF) USA	Sleep mask	29/122,485	24-04-2000
(DF) USA	Leg spacer	29/137,361	16-02-2001
(DF) USA	Car-seat	09/623,587	16-10-2000
(DF) WO INT. APPL.	Car-seat	PCT/SE99/00239	22-02-1999

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
(DF) BENELUX	TEMPUR (word)	516564	10-04-1992
(DF) BENELUX	TEMPUR (word)	532326	07-06-1993
(DF) BENELUX	DFC TEMPUR (word /device)	536923	28-07-1993
(DF) CANADA	TEMPUR (word)	TMA515449	26-08-1999
(DF) CANADA	TEMPUR MED (word)	TMA515468	26-08-1999
(DF) CANADA	TEMPUR PEDIC (word)	TMA 515 469	26-08-1999
(DF) COMMUNITY TRADEMARK	TEMPUR (word)	001200179	13-06-2001
(DF) COMMUNITY TRADEMARK	TEMPUR (word/ device in bl. / wh.)	001167923	16-11-2000
(DF) CZECH REPUBLIC	TEMPUR (word)	234 414	25-06-2001
(DF) CZECH REPUBLIC	TEMPUR (word / device in color)	234 413	25-06-2001

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
(DF) DENMARK	TEMPUR (word)	VR 1992 02808	10-04-1992
(DF) DENMARK	SPACE PILLOW (word)	VR 2000 03637	08-08-2000
(DF) DENMARK	ASTRO PILLOW (word)	VR 2000 05685	07-12-2000
(DF) FINLAND	TEMPUR (word)	201756	30-09-1996
(DF) FRANCE	TEMPUR (word)	92/414.607	10-04-1992
(DF) GERMANY	TEMPUR (word)	2032993	23-03-1993
(DF) GREAT BRITAIN	TEMPUR (word)	1508896	01-08-1992
(DF) GREAT BRITAIN	TEMPUR (word)	1508897	01-08-1992
(DF) INT.REG. ACC. TO THE MADRID- AGREEMENT	TEMPUR (word)	636554	01-11-1994
(DF) ICELAND	TEMPUR (word)	884/1996	23-08-1996
(DF) ICELAND	TEMPUR (word / device in color)	1281/2000	02-10-2000
(DF) ISRAEL	TEMPUR (word)	99458	15-04-1997
(DF) ISRAEL	TEMPUR (word)	99459	05-01-1997
(DF) JAPAN	TEMPUR (word)	3225123	29-11-1996

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
(DF) JAPAN	TEMPUR (word)	4163394	03-07-1998
(DF) JAPAN	TEMPUR (word / device in color)	4355267	28-01-2000
(DF) MADRID PROTOCOL	TEMPUR (word)	761 598	09-07-2001
(DF) MEXICO	TEMPUR (word)	689723	28-02-2001
(DF) MEXICO	TEMPUR (word)	689724	28-02-2001
(DF) NORWAY	TEMPUR (word)	161579	24-02-1994
(DF) NORWAY	TEMPUR (word / device in color)	204264	24-08-2000
(DF) PHILLIPINES	TEMPUR (word)	4-1996-113841	28-08-2000
(DF) PHILLIPINES	TEMPUR (word)	4-1996-113840	28-08-2000
(DF) SOUTH KOREA	TEMPUR (word)	338403	26-04-1996
(DF) SOUTH KOREA	TEMPUR (word)	342613	05-07-1996
(DF) SOUTH KOREA	TEMPUR PEDIC (word / figure)	332808	31-01-1996
(DF) SOUTH KOREA	TEMPUR PEDIC (word / figure)	351588	17-12-1996
(DF) SWEDEN	TEMPUR (word)	236 525	12-06-1992

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
(DF) SWEDEN	TEMPUR MADRASSEN (word/ device)	247 135	26-02-1993
(DF) SWEDEN	TEMPUR MADRASSEN (word/ device)	247 136	26-02-1993
(DF) SWITZERLAND	TEMPUR (word)	400 608	29-03-1993
(DF) SWITZERLAND	TEMPUR (word / device in color)	467 971	28-12-1999
(DF) TAIWAN	TEMPUR (word)	00682811	01-07-1995
(DF) TAIWAN	TEMPUR (word)	00687829	16-08-1995
(DF) TAIWAN	TEMPUR (word / device in color)	00879680	16-01-2000
(DF) TAIWAN	TEMPUR (word / device in color)	889752	16-04-2000
(DF) USA	TEMPUR (word)	1,926,469	10-10-1995
(DF) USA	TEMPUR MED (word)	1,924,637	03-10-1995
(DF) USA	TEMPUR PEDIC (word)	1,853,088	06-09-1994

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(DF) ARGENTINA	TEMPUR (word)	2315569	10-11-2000
(DF) ARGENTINA	TEMPUR (word)	2315570	10-11-2000
(DF) ARGENTINA	TEMPUR (word / device in color)	2315571	10-11-2000
(DF) ARGENTINA	TEMPUR (word / device in color)	2315572	10-11-2000
(DF) AUSTRALIA	TEMPUR (word)	844724	01-08-2000
(DF) AUSTRALIA	TEMPUR (word / device in color)	846480	15-08-2000
(DF) BELARUS	TEMPUR (word / device in color)	2000 1292	18-08-2000
(DF) BRAZIL	TEMPUR (word)	823080323	16-08-2000
(DF) BRAZIL	TEMPUR (word)	823080340	16-08-2000
(DF) BRAZIL	TEMPUR (word / device in color)	823080315	16-08-2000
(DF) BRAZIL	TEMPUR (word / device in color)	823080331	16-08-2000
(DF) CHINA	TEMPUR (word)	2000111807	27-07-2000
(DF) CHINA	TEMPUR (word)	2000111808	27-07-2000
(DF) CHINA	TEMPUR (word / device in color)	2000111805	27-07-2000

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(DF) CHINA	TEMPUR (word / device in color)	2000111806	27-07-2000
(DF) CHINA	TEMPUR (Chinese signs)	2000111809	27-07-2000
(DF) CHINA	TEMPUR (kinesiske tegn)	2000111810	27-07-2000
(DF) COMMUNITY TRADEMARK	ASTRO PILLOW (word)	001960194	17-11-2000
(DF) COMMUNITY TRADEMARK	GALAXY (word)	002002392	15-12-2000
(DF) DENMARK	TEMPUR (word/ Device in color)	VA 2001 02679	10-07-2001
(DF) DOM. REP.	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Without priority 25-05-2001
(DF) DOM. REP.	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Without priority 25-05-2001
(DF) INDIA	TEMPUR (word)	857504	24-05-1999
(DF) INDIA	TEMPUR (word)	857505	24-05-1999
(DF) INDIA	TEMPUR (word / device in bl. / wh.)	857503	24-05-1999
(DF) INDIA	TEMPUR (word / figure in bl. / wh.)	857502	24-05-1999
(DF) IRAN	TEMPUR (word)	80,021,340	21-05-2001
(DF) ISRAEL	TEMPUR (word / device in color)	140850	08-08-2000

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(DF) ISRAEL	TEMPUR (word / device in color)	140851	08-08-2000
(DF) JAPAN	TEMPUR (Japanese signs)	2000-48713	01-05-2000
(DF) JAPAN	GALAXY (word)	2001-53839	13-06-2001
(DF) KUWAIT	TEMPUR (word)	48504	09-12-2000
(DF) KUWAIT	TEMPUR (word)	48505	09-12-2000
(DF) LEBANON	TEMPUR (word)	96-01-0772621	28-03-2001
(DF) MADRID PROTOCOL	TEMPUR (word/ device in colors)	Application for registration has been made, confirmation not yet received.	
(DF) MEXICO	TEMPUR (word / device in color)	457912	13-11-2000
(DF) MEXICO	TEMPUR (word / device in color)	457911	13-11-2000
(DF) NEW ZEALAND	TEMPUR (word)	633337	05-03-2001
(DF) NEW ZEALAND	TEMPUR (word)	633338	05-03-2001
(DF) NEW ZEALAND	TEMPUR (word / device in color)	633843	13-03-2001
(DF) NEW ZEALAND	TEMPUR (word / device in color)	633844	13-03-2001
(DF) PHILLIPINES	TEMPUR (word / device in color)	4-2000-0006465	02-08-2000

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(DF) CHINA	TEMPUR (word / device in color)	2000111806	27-07-2000
(DF) CHINA	TEMPUR (Chinese signs)	2000111809	27-07-2000
(DF) CHINA	TEMPUR (kinesiske tegn)	2000111810	27-07-2000
(DF) COMMUNITY TRADEMARK	ASTRO PILLOW (word)	001960194	17-11-2000
(DF) COMMUNITY TRADEMARK	GALAXY (word)	002002392	15-12-2000
(DF) DENMARK	TEMPUR (word/ Device in color)	VA 2001 02679	10-07-2001
(DF) DOM. REP.	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Without priority 25-05-2001
(DF) DOM. REP.	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Without priority 25-05-2001
(DF) INDIA	TEMPUR (word)	857504	24-05-1999
(DF) INDIA	TEMPUR (word)	857505	24-05-1999
(DF) INDIA	TEMPUR (word / device in bl. / wh.)	857503	24-05-1999
(DF) INDIA	TEMPUR (word / figure in bl. / wh.)	857502	24-05-1999
(DF) IRAN	TEMPUR (word)	80,021,340	21-05-2001
(DF) ISRAEL	TEMPUR (word / device in color)	140850	08-08-2000

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
(DF) PUERTO RICO	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Unofficial 15-05-2001
(DF) PUERTO RICO	TEMPUR (word)	Trying to get information about appl.number a.s.a.p.	Unofficial 15-05-2001
(DF) SOUTH AFRICA	TEMPUR (word)	99/09452	26-05-1999
(DF) SOUTH AFRICA	TEMPUR (word)	99/09453	26-05-1999
(DF) SOUTH AFRICA	TEMPUR (word / device in color)	99/10598	20-05-1999
(DF) SOUTH AFRICA	TEMPUR (word / device in color)	99/10599	20-05-1999
(DF) SYRIA	TEMPUR (word)	206032	16-08-2000
(DF) SYRIA	TEMPUR (word / device in color)	218216	30-08-2000
(DF) UAE	TEMPUR (word)	40557	17-01-2001
(DF) UAE	TEMPUR (word)	40558	17-01-2001
(DF) USA	GALAXY (word)	78/068,697	12-06-2001
(DF) USA	TEMPUR (word / device in color)	75/588182	13-11-1998
(DF) USA	TEMPUR INSIDE	75/588117	13-11-1998

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

III. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

III. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

DECEMBER 04, 2001

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.gov

PTAS

PAUL, HASTINGS, JANOFSKY & WALKER LLP
MARIANNE F. TARAS
1055 WASHINGTON BLVD.
STAMFORD, CT 06901



101863573A

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DOCUMENT ID NO.: 101863573

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