

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

The First National Bank of Chicago

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

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

3. Nature of conveyance:

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

Execution Date: May 7, 1993

2. Name and address of receiving party(ies)

Name: Continental Bank N.A., as successor agent and administrative agent
Internal
Address: _____

Street Address: 231 S. LaSalle Street
City: Chicago State: IL Zip: 60697

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,554,714

Additional number(s) attached Yes No

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

Name: Michael G. Fatall

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

1

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

- Enclosed
- Authorized to be charged to deposit account and for any additional fees and/or credit

8. Deposit account number:

22-0440

(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.

Michael G. Fatall

Name of Person Signing



Signature

11/6/02

Date

18

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

ASSIGNMENT OF AND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (as amended or modified and in effect from time to time, this "Agreement"), dated as of May 7, 1993, among THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP, a Delaware corporation (herein with its successors called the "Debtor"), THE FIRST NATIONAL BANK OF CHICAGO, acting in its capacity as the resigning agent under the Second Amended Credit Agreement (as defined below), and CONTINENTAL BANK N.A., acting in its capacity as successor agent and as administrative agent (in such capacity, the "Secured Party") for the various banks and other financial institutions (the "Banks") which are, or may from time to time hereafter become, parties to the Credit Agreement (as defined below),

W I T N E S S E T H:

WHEREAS, Sealy Corporation, a Delaware corporation (the "Borrower"), certain other parties and The First National Bank of Chicago, as agent (the "Existing Agent"), entered into that certain Amended and Restated Secured Credit Agreement (Post-Merger Facilities), dated as of July 25, 1989 (the "Original Amended Credit Agreement"), providing for the making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, the Original Amended Credit Agreement was amended and restated by that certain Second Amended and Restated Secured Credit Agreement, dated as of November 6, 1991, among the Borrower, certain other parties and the Existing Agent (the "Second Amended Credit Agreement");

WHEREAS, pursuant to the Original Amended Credit Agreement, the Debtor has executed and delivered a Security Agreement, dated as of July 25, 1989 (the "Original Security Agreement"), granting to the Existing Agent a continuing security interest in the collateral described therein;

WHEREAS, pursuant to the Original Amended Credit Agreement, the Debtor has executed and delivered a Trademark Security Agreement, dated as of July 25, 1989 and recorded in the records of the United States Patent and Trademark Office beginning at Reel 0665, Frame 586 (the "Trademark Security Agreement"), which granted to the Existing Agent a continuing security interest in all of the Debtor's Trademark Collateral (as defined below);

WHEREAS, pursuant to the Second Amended Credit Agreement, the Debtor has executed and delivered a Supplement to Trademark

Security Agreement, dated as of November 6, 1991 and recorded in the records of the United States Patent and Trademark Office beginning at Reel 0848, Frame 889 (the "Supplement"), which registered with the United States Patent and Trademark Office the security interest of the Existing Agent in the Trademark Collateral obtained by the Debtor between the dates of the Trademark Security Agreement and the Supplement;

WHEREAS, pursuant to that certain Assignment and Acceptance Agreement, dated as of April 25, 1993 (the "Managing Agents' Assignment Agreement"), the Secured Party is succeeding the Existing Agent as agent under the Second Amended Credit Agreement, and the Existing Agent is assigning to the Secured Party all its right, title and interest to the collateral provided in connection with the Original Amended Credit Agreement and the Second Amended Credit Agreement, including the "Collateral" as described in the Original Security Agreement and the "Trademark Collateral" as described in the Trademark Security Agreement and the Supplement;

WHEREAS, the Second Amended Credit Agreement is being amended and restated on the terms of that certain Secured Credit Agreement, dated as of May 7, 1993, among the Borrower, the Banks, and Banque Paribas, Citicorp USA, Inc., Continental Bank N.A. and General Electric Capital Corporation, as managing agents (the "Credit Agreement");

WHEREAS, the Secured Party (as successor to the Existing Agent) and the Debtor have amended the Original Security Agreement, and the security agreements of certain other Subsidiaries of the Borrower, in certain respects to reflect the effectiveness of the Credit Agreement and to make certain other changes to the provisions thereof pursuant to the Amendment to Security Agreements, dated as of the date hereof (the "Amendment to Security Agreements"); collectively with the Original Security Agreement, the "Amended Security Agreement");

WHEREAS, the Existing Agent wishes to evidence its assignment of all of its right, title and interest under the Trademark Security Agreement and the Supplement to the Secured Party;

WHEREAS, the Secured Party wishes to evidence its assumption of all right, title and interest of the Existing Agent under the Trademark Security Agreement and the Supplement;

WHEREAS, the Secured Party (as successor to the Existing Agent) and the Debtor wish to amend the Trademark Security Agreement and the Supplement to reflect the effectiveness of the Credit Agreement and the Amendment to Security Agreements and to make certain other changes to the provisions thereof;

WHEREAS, the Debtor and the Secured Party wish to register with the United States Patent and Trademark Office the security interest of the Secured Party in the Trademark Collateral obtained by the Debtor subsequent to the date of the Supplement; and

WHEREAS, the Debtor and the Existing Agent have duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Debtor and the Existing Agent agree with the Secured Party, for its benefit and the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Amended Security Agreement.

SECTION 2.1. Assignment by Existing Agent. The Existing Agent hereby sells, assigns, transfers and conveys to the Secured Party all of its right, title and interest in, to and under the Trademark Security Agreement and the Supplement, including, without limitation, a continuing security interest in, to, and under (i) all of the following property of the Debtor, whether now existing or hereafter arising or acquired, and (ii) all of the Debtor's right, title and interest in the following property under United States Federal or state law, whether now existing or hereafter arising or acquired (collectively, the "Trademark Collateral"):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A ("Trademarks") of Attachment 1 hereto;

(b) all trademark licenses under United States trademarks, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto but excluding trademark licenses that expressly prohibit the

assignment of any rights thereunder by the Debtor notwithstanding the Debtor's best efforts to obtain waiver thereof or consent of the licensor thereto (herein called "Excluded Trademark Licenses");

(c) all reissues, extensions, or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the foregoing clauses (a), (b), and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any Trademark or Trademark License, or for any injury to the good will associated with any trademark, trademark registration, trademark license, or trade name, and including, to the fullest extent possible without violating the prohibitions contained herein, all proceeds of Excluded Trademark Licenses;

provided, however, that nothing herein shall be deemed to grant a security interest in any of the property described in Item J ("Property Not Pledged § 5.22") of the Disclosure Schedule.

In confirmation of and without limiting the foregoing, the Debtor hereby assigns to the Secured Party, and grants to the Secured Party a continuing security interest in, all of the Trademark Collateral.

SECTION 2.2. Assumption by Secured Party. The Secured Party hereby assumes, and agrees fully, completely and timely to perform, comply with and discharge, each and all of the obligations, duties and liabilities of the Existing Agent under the Trademark Security Agreement and the Supplement which are assigned to the Secured Party hereunder.

SECTION 3.1. Amendments to Trademark Security Agreement and Supplement. The Secured Party and the Debtor hereby agree that the Trademark Security Agreement and the Supplement are hereby amended as follows effective upon the date hereof:

- (a) The terms "Loan Document" and "Loan Documents" are replaced with the terms "Credit Document" and "Credit Documents", respectively, wherever they occur in the Trademark Security Agreement and the Supplement.

- (b) Attachment 1 to the Trademark Security Agreement and Attachment 1 to the Supplement collectively are restated in the form attached hereto.

SECTION 3.2. Acknowledgement and Confirmation. The Debtor and the Secured Party acknowledge and confirm that as used in the Trademark Security Agreement and the Supplement as amended by this Agreement, the term "Credit Agreement" refers to the Credit Agreement as defined in the recitals of this Agreement, the term "this Agreement", and the words "hereof", "herein", "hereunder" and words of similar import contained in the Trademark Security Agreement, refer to the Trademark Security Agreement as amended by this Agreement, the term "this Supplement", and the words "hereof", "herein", "hereunder" and words of similar import contained in the Supplement, refer to the Supplement as amended by this Agreement, the term "Security Agreement" refers to the Original Security Agreement as amended by the Amendment to Security Agreements, and the term "Secured Party" refers to Continental Bank N.A., in its capacity as administrative agent under the Credit Agreement succeeding to the Existing Agent pursuant to the Managing Agents' Assignment Agreement, and to any further successors in such capacity. Except as specifically modified by this Agreement, the Trademark Security Agreement and the Supplement are otherwise unmodified and are specifically confirmed to be in full force and effect.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party (as successor to the Existing Agent) in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the benefit of the Banks under the Amended Security Agreement. The Amended Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party (as successor to the Existing Agent) with respect to the security interest in the Trademark Collateral granted by the Debtor pursuant to the Trademark Security Agreement are more fully set forth in the Amended Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Document, etc. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and

shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP, as Debtor

By: *John G. Bartik*
Name: John G. Bartik
Title: Treasurer

THE FIRST NATIONAL BANK OF CHICAGO, as resigning agent

By: *Michael A. Basak*
Name: Michael A. Basak
Title: Vice President

CONTINENTAL BANK N.A., as Secured Party

By: *Jeffrey M. Atkins*
Name: Jeffrey M. Atkins
Title: Vice President

ATTACHMENT 1
to
the TRADEMARK SECURITY AGREEMENT of July 25, 1989,
between
The Ohio Mattress Company Licensing and Components Group and
The First National Bank of Chicago,
as AMENDED and ASSIGNED on May 7, 1993 to
Continental Bank N.A.

ITEM A - TRADEMARKS

REGISTERED AND PENDING TRADEMARKS (U.S.)
(April 15, 1993)

441/21528AJA.EVE

TRADEMARK
REEL: 002573 FRAME: 0982

Rev. 5/4/93

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
A BETTER WAY TO CATCH SOME Z'S	PENDING	PENDING	74/309,429	08/28/92	XXX
ADMIRALTY FOUR STAR	PENDING	PENDING	PENDING	04/28/93	XXX
AFFIRMATION	PENDING	PENDING	74/309,428	08/28/92	XXX
AIRSTREAM	PENDING	PENDING	74/122,321	12/03/90	
ALLUSION	PENDING	PENDING	74/309,798	08/28/92	XXX
AMBROGIA	PENDING	PENDING	74/309,818	08/31/92	XXX
AMERICA'S BED TIME FAMILY	1,510,982	11/01/88	75/888,861	12/03/87	
BABY POSTUREPEDIC	688,300	11/17/59	72/023,520	01/30/57	
BACK SAVER	642,347	03/05/57	72/004,159	03/08/58	
BALLET	1,593,056	06/09/92	74/122,319	12/03/90	XXX
BARE BACK GIRL DESIGN	618,059	01/10/58	71/883,526	03/29/54	
BARONESS	PENDING	PENDING	74/310,289	08/31/92	XXX
BAVARIAN	PENDING	PENDING	74/310,325	08/28/92	XXX
BEDDY BYE	436,867	01/13/48	71/509,952	09/28/48	
BELVEDERE	1,550,849	03/24/92	74/122,311	12/03/90	XXX
BENTLEY	PENDING	PENDING	74/359,925	02/16/93	XXX
BETTER SLEEP ON A SEALY	1,893,030	08/09/92	74/079,519	08/28/90	XXX
BLUE CROSS	387,473	05/18/59	71/414,485	01/03/59	
BOUNTIFUL	PENDING	PENDING	74/308,904	08/28/92	XXX
BRANDWEIN	1,680,847	03/24/92	74/124,945	12/20/90	XXX
BRIGADIER	1,893,055	08/09/92	74/122,310	12/03/90	XXX
BRONZE	1,704,248	07/28/92	74/117,328	11/21/90	XXX
BUTTON-FREE AND DESIGN	625,164	04/10/58	71/661,104	02/15/54	
CABALLERO	PENDING	PENDING	74/308,433	08/28/92	XXX
CALAIS	1,745,204	01/05/93	74/122,314	12/03/90	XXX
CALICO	PENDING	PENDING	74/308,813	08/31/92	XXX
CAPRICE	1,893,060	08/09/92	74/117,330	11/21/90	XXX

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THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
CARAVELLE	1,712,702	09/01/92	74/117,331	11/21/90	XXX
CASCADE	PENDING	PENDING	74/310,288	08/31/92	XXX
CASSANDRA	1,714,876	09/08/92	74/136,183	02/04/91	XXX
CELESTIAL	1,289,058	08/07/84	73/431,058	08/20/83	
CENTURION	1,693,062	08/09/92	74/120,191	12/03/90	XXX
CHAMBARRY	PENDING	PENDING	74/358,240	02/16/93	XXX
CHAMPAGNE	1,754,523	02/23/93	74/122,316	12/03/90	
CHIEF OF STAFF	PENDING	PENDING	PENDING	04/28/93	XXX
CITATION	876,833	08/30/53	71/812,436	04/10/51	
COMFORT GUARD	654,458	11/12/57	71/652,483	02/26/58	
COMFORT LIFE	1,658,837	09/10/91	74/037,423	03/12/90	
COMFORT SERIES	PENDING	PENDING	74/227,933	12/08/91	XXX
COMFORT SOURCE	1,388,720	08/03/88	73/548,348	07/16/88	
COMFORTER PUFF	1,184,799	01/05/82	73/243,108	12/17/79	
COMFORTLUX	1,669,864	10/10/89	73/760,440	10/29/88	
COMFORTSOURCE	1,321,423	02/18/88	73/478,988	03/07/84	
CONCEAL-A-BED AND DESIGN	625,854	04/24/58	71/848,540	06/29/53	
CONFORM-A-BED	684,241	03/05/60	72/079,431	08/12/59	
CORONATION	1,289,059	08/07/84	73/431,069	08/20/83	
CORRECT SLEEP	648,408	05/14/57	71/888,608	05/31/55	
CORTINA	1,883,048	09/09/92	74/114,976	11/13/90	XXX
COURMAYEUR	1,695,356	08/18/92	74/114,980	11/13/90	XXX
CROWN JEWEL	1,422,879	12/30/86	73/891,339	04/03/86	
CROWN JEWELS	1,065,821	05/17/77	73/098,331	08/30/78	
DATAMAN	1,433,931	03/24/87	73/818,822	08/26/86	
DELEGATE	1,893,053	08/09/92	74/120,192	12/03/90	XXX
DESIGNER SHOWCASE	1,079,908	12/20/77	73/122,334	04/11/77	

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THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
DEVON	PENDING	PENDING	74/276,861	06/22/92	XXX
DORSET	1,725,724	10/20/92	74/096,324	09/21/90	XXX
DURA-BASE	692,521	09/03/74	74/449,250	02/20/73	
DURA-GARD	766,372	03/10/84	72/159,920	12/28/82	
DURA-LOK	985,484	06/04/74	72/480,312	06/14/73	
DURA-LUX	594,129	07/07/70	72/313,734	12/04/69	
DUROLIFE	646,273	07/09/57	72/022,711	01/16/57	
DYNA-GRID	1,332,218	04/23/85	73/502,055	10/02/84	
EDGE GARD	712,845	03/21/81	72/063,244	10/14/59	
EDGEGUARD	PENDING	PENDING	74/367,640	03/12/93	XXX
ELITE EMERALD	PENDING	PENDING	74/278,774	06/22/92	XXX
ELITE OPAL	PENDING	PENDING	74/278,521	06/22/92	XXX
ELITE RUBY	PENDING	PENDING	74/278,858	06/22/92	XXX
ELITE SAPPHIRE	PENDING	PENDING	74/278,512	06/22/92	XXX
ENCHANTED NIGHTS	369,513	07/25/89	71/417,168	03/17/89	
ENCORE	1,279,971	05/29/84	73/400,838	10/26/82	
ENSIGN TWO STAR	PENDING	PENDING	PENDING	04/26/93	XXX
EQUA-COIL	689,487	12/08/59	72/073,444	06/11/58	
ETIENNE	1,696,962	06/23/92	74/122,323	12/03/90	XXX
EVERFIRM	1,579,042	01/23/90	73/758,621	10/11/88	
EVERGOOD	661,915	05/20/58	72/038,653	10/09/57	
EXCALIBUR	1,695,357	06/16/92	74/114,983	11/13/90	XXX
EXCELSIOR	1,696,960	06/23/92	74/117,329	11/21/90	XXX
EXECUTIVE	661,050	04/29/56	72/037,819	09/25/57	
EXQUISITE SLEEP	706,349	10/25/60	72/095,395	04/19/60	
FASHIONITER	692,403	02/02/60	72/073,443	05/11/59	
FIRM-O-REST	567,961	11/25/52	71/575,230	03/10/49	

Rev. 5/4/83

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
FIRM-TOUCH	1,298,834	10/02/84	452,881	11/14/89	
FLEX GUARD	686,420	04/19/80	72/083,245	10/14/89	
FUTURA	1,885,348	05/05/92	74/122,313	12/03/90	XXX
GALAXY	1,709,355	08/18/82	74/088,382	08/21/90	XXX
GALAXY COLLECTION	1,535,338	04/18/89	73/747,255	06/18/88	
GALLANT	1,702,518	07/21/92	74/134,228	01/28/91	XXX
GO-TOGETHERS	898,153	10/22/74	73/015,987	03/16/74	
GOLDEN DREAM	1,076,458	11/01/77	73/113,844	01/27/77	
GOLDEN SLEEP	PENDING	PENDING	74/217,098	10/30/91	
GRAND MARQUISE	1,844,783	05/14/91	74/029,880	02/18/90	
GRAND MASTER	1,518,932	01/03/89	73/728,239	05/13/88	
GUEST HOUSE	1,088,170	03/28/78	73/138,687	08/24/77	
HALLCREST	1,151,738	04/21/81	73/242,729	12/13/79	
HEALTH-FLEX	372,691	11/07/39	71/421,950	07/25/39	
HEALTH-GUARD	629,078	08/19/58	71/688,228	11/14/58	
HEMISPHERE	1,844,782	05/14/91	74/028,144	02/08/90	
I'M-A-BED	1,128,263	09/18/79	73/184,583	01/09/78	
IMPERIAL PILLOW PLUSH	PENDING	PENDING	74/252,890	03/05/92	XXX
INNBRUCK	PENDING	PENDING	74/252,840	03/05/92	XXX
INTERLAKEN	1,893,048	08/09/92	74/114,977	11/13/90	XXX
INTREPID	1,895,861	08/23/92	74/122,318	12/03/90	XXX
JUBILEE	1,693,047	08/09/92	74/114,984	11/13/90	XXX
LIGHTS OUT	1,148,033	03/03/81	73/235,959	10/22/79	
LIKE SLEEPING ON A CLOUD	803,417	02/08/68	72/043,892	12/08/58	
LINDSAY	1,893,051	08/09/92	74/117,332	11/21/90	XXX
LIVING ROOMMATES	1,136,216	05/27/80	73/185,009	08/06/78	
LOGO (BUTTERFLY DESIGN)	688,757	11/24/59	58,488	09/05/58	

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 5/4/93

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
LUSTROUS	1,704,249	07/28/92	74/122,317	12/03/90	XXX
LUXEL	122,819	08/27/18	71/110,335	04/18/18	
LUXURY GUARD	988,387	07/16/74	72/482,955	07/16/73	
MAESTRO	PENDING	PENDING	74/309,814	08/31/92	XXX
MERIBEL	1,695,355	08/16/92	74/114,979	11/13/90	XXX
METROPOLITAN	1,419,218	12/02/88	73/597,813	05/09/88	
MID-SUPPORT ZONE	PENDING	PENDING	74/310,856	08/04/92	XXX
MIRACLE EDGE	1,722,871	10/06/92	74/095,202	08/04/90	XXX
MONOGRAM	1,160,990	07/14/81	73/243,058	12/17/79	
NATURAL REST	438,877	05/11/48	71/503,330	08/05/48	
NO MORNING BACKACHE FROM SLEEPING ON A TOO-SOFT MATTRESS	1,274,348	04/17/84	73/341,558	12/14/81	
NOBLE CROWN	1,878,019	03/10/92	74/056,355	05/07/90	XXX
OLEANDER	1,738,710	11/24/92	74/138,184	02/04/91	XXX
OPTIMUM	1,698,411	08/30/92	74/114,981	11/13/90	XXX
ORTHO-ZONE	645,410	08/14/87	71/891,847	07/25/85	
OYATION	1,893,059	06/09/92	74/127,234	12/31/90	XXX
PAGODA AND DESIGN	690,235	12/22/89	72/076,531	08/12/89	
PALATIAL	1,269,061	08/07/84	73/491,081	08/20/83	
PEERLESS	866,175	12/23/82	71/582,184	07/18/80	
PEERLESS SLEEPER	639,357	01/01/87	71/897,482	11/01/85	
PERFECT POSTURE	360,890	09/27/38	71/407,118	08/04/38	
PILLOWSILK	1,584,708	02/27/90	73/768,305	12/14/88	
PLUSH QUILT	1,160,874	07/14/81	73/221,488	06/28/79	
POLYPEDIC	774,820	08/04/84	72/188,284	04/08/83	
POSTURE AWARD	1,433,933	03/24/87	73/816,537	08/26/86	
POSTURE CLASSIC	1,445,198	08/30/87	73/816,521	08/25/86	
POSTURE CREST	1,445,197	08/30/87	73/816,536	08/25/86	

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 5/4/93

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
POSTURE DESIGN	1,433,932	03/24/87	73/816,833	08/26/88	
POSTURE FELT	1,048,378	08/17/78	73/051,973	05/09/79	
POSTURE PILLOW	370,139	08/15/39	71/418,481	04/19/39	
POSTURE POISE	828,805	05/16/87	72/225,168	08/20/88	
POSTURE PREMIER	1,433,934	03/24/87	73/816,843	08/26/88	
POSTURE PREMIUM	1,414,254	10/21/86	73/588,211	03/17/88	
POSTURE PRESTIGE	1,445,199	06/30/87	73/816,840	08/28/88	
POSTURE ROYALE	1,445,198	06/30/87	73/816,839	08/28/88	
POSTURE SLUMBER	1,445,200	06/30/87	73/816,841	08/28/88	
POSTURE-FOAM	583,913	12/22/53	71/641,334	01/26/53	
POSTURE-FORM	583,914	12/22/53	71/641,335	01/26/53	
POSTURE-GRID	593,773	01/06/70	72/313,612	12/04/69	
POSTURE-LOK	680,789	06/23/59	72/058,414	07/31/59	
POSTURE-LUX	1,445,201	06/30/87	73/816,844	08/28/88	
POSTURE-MEDIC	890,533	08/13/74	73/006,010	11/12/73	
POSTURE-PROP	789,527	05/12/84	72/123,928	07/13/81	
POSTUREMATIC	1,225,861	03/08/83	73/341,661	12/14/81	
POSTUREMATIC	PENDING	PENDING	PENDING	04/28/93	XXX
POSTUREMATIC COMFORT COMMAND BED	PENDING	PENDING	PENDING	04/28/93	XXX
POSTUREPEDIC	819,056	01/10/58	71/663,524	03/29/54	
POSTUREPEDIC AND BARE BACK GIRL DESIGN	869,105	01/13/53	71/616,874	07/24/51	
POSTUREPEDIC ELITE	1,554,714	09/05/89	73/748,500	08/26/89	
POSTUREPEDIC IMPERIAL	765,585	03/03/64	71/142,865	04/23/62	
POSTUREPLATFORM	1,286,344	09/18/84	73/452,838	11/14/83	
POSTURETECH	1,648,039	05/28/91	73/818,533	08/18/89	
PRE-EMINENT	1,684,637	04/28/92	74/026,206	02/08/90	XXX

Rev. 5/4/93

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
PRINCESS POSTUREPEDIC	726,509	01/16/82	72/117,540	04/10/81	
PROTEGE	1,693,057	08/09/92	74/122,320	12/03/90	XXX
REFLEX COIL	PENDING	PENDING	74/370,074	03/22/93	XXX
REST GUARD	673,523	02/03/80	72/056,888	08/08/80	
SALUTATION	1,289,080	08/07/84	73/431,080	08/20/83	
SAVOIE	1,699,412	06/30/92	74/136,286	02/04/91	XXX
SEALCREST	430,038	08/03/47	71/509,806	09/23/48	
SEALY (SCRIPT)	426,168	12/17/48	71/501,541	05/06/48	
SEALY	1,733,089	11/17/92	74/251,813	03/02/92	XXX
SEALY AND DESIGN	677,335	04/21/59	72/058,459	08/06/58	
SEALY AND DESIGN	1,169,347	02/09/82	73/267,734	11/28/80	
SEALY FLAME GUARD PROTECTIVE BARRIER	1,274,362	04/17/84	73/404,491	12/02/82	
SEALY FUTONS & DESIGN	PENDING	PENDING	74/366,230	03/16/93	XXX
SEALY REST	629,077	06/19/58	71/598,222	11/14/55	
SEALY SLEEP SOFA	1,454,289	08/25/87	73/643,311	02/08/87	
SEALY SMOOTHTOP	518,024	11/22/49	71/561,740	03/11/48	
SEALY THE SLEEP EXPERTS	1,416,864	11/11/86	73/558,210	03/17/86	
SEALYFOAM	737,897	09/18/62	72/109,524	12/02/60	
SEALYTEX	1,145,482	01/08/81	73/201,221	01/24/79	
SENSE & RESPOND	PENDING	PENDING	74/361,439	02/18/93	XXX
SENSE & RESPOND SUPPORT SYSTEM	PENDING	PENDING	74/361,375	02/18/93	XXX
SENSORY ARM	PENDING	PENDING	74/367,810	03/12/93	XXX
SLEEP FORM	435,568	01/13/48	71/509,958	09/28/48	
SLEEPING ON A SEALY IS LIKE SLEEPING ON A CLOUD AND DESIGN	576,391	08/11/83	71/557,871	05/26/48	
SLEEPING ON A SEALY IS LIKE SLEEPING ON A CLOUD	668,976	10/28/88	72/037,977	09/27/87	
SLUMBER GUARD	1,040,611	08/01/76	73/061,715	08/29/76	

Rev. 5/4/93

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/81
SMOOTH SLEEP	664,828	10/07/52	71/541,238	11/14/47	
SNOWMASS	PENDING	PENDING	74/252,938	03/08/92	XXX
ST. ANTON	1,704,247	07/28/92	74/114,978	11/13/90	XXX
STARLIGHT	1,037,490	04/06/78	73/048,338	04/02/75	
STEEL-SPAN	664,428	03/06/73	72/418,324	03/15/72	
SUNDANCE	1,701,118	07/14/92	74/124,950	12/20/90	XXX
SUNSPUN	122,620	08/27/18	71/110,338	04/18/18	
SUPREME GUARD	1,040,612	08/01/78	73/061,728	08/29/75	
TALISMAN	PENDING	PENDING	74/310,237	08/21/92	XXX
TEXLAN	123,488	11/12/16	71/110,333	04/18/16	
THE NATURAL	1,842,093	04/23/91	73/819,532	08/18/89	
THE SOFA WORKS	1,203,894	05/03/82	73/316,881	07/14/81	
THE SOFA WORKS (DESIGN)	1,248,373	08/16/83	73/358,185	02/18/82	
TORSION-LOK	PENDING	PENDING	74/097,365	06/17/90	
TRENT	1,421,065	12/16/88	73/697,812	05/09/88	
TRUEASE	628,078	06/19/58	71/898,221	11/14/55	
TRU-LOK	575,860	05/18/59	72/056,418	07/31/58	
UNISON	1,848,537	08/19/91	74/028,207	02/06/90	
UNIVERSITY OF SLEEP	1,734,158	11/17/92	74/111,800	11/01/90	XXX
VELOCHE	1,748,422	01/28/93	74/122,312	12/03/90	XXX
WATERBURY	1,298,054	08/10/82	73/318,898	07/14/81	
WESTON	PENDING	PENDING	74/368,523	02/18/93	XXX
WILLIAM PENN AND DESIGN	690,236	12/22/59	72/078,832	06/12/58	

**THE OHIO MATTRESS COMPANY LICENSING AND
COMPONENTS GROUP (continued)**
Assignment of and Amendment to Trademark Security Agreement

**ATTACHMENT 1
(continued)**

ITEM B - TRADEMARK LICENSES

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP, AS LICENSOR

ACTIVE DOMESTIC TRADEMARK LICENSES

<u>LICENSEE CORPORATE NAME</u>	<u>LICENSEE LOCATION</u>	<u>MARK</u>	<u>REG. NO.</u>
Gerco, Inc.	Denver, CO	BABY POSTUREPEDI	688,300
		LOGO (BUTTERFLY DESIGN)	688,757
		POSTURE-FORM	583,914
		POSTUREPEDI	619,058
		SEALY	428,168
		SEALY AND LOGO	677,335
		SEALY AND LOGO	1,189,347
Sealy Furniture of Maryland Limited Partnership	Salisbury, MD	SEALYFOAM	737,897
		CONCEAL-A-BED AND DESIGN	628,854
		FASHIONITER	692,403
		LOGO (BUTTERFLY DESIGN)	688,757
		POSTUREPEDI	619,058
		SEALY (SCRIPT)	428,168
		SEALY AND LOGO	677,335
Sealy Mattress Company of New Jersey, Inc.	Paterson, NJ	SEALY AND LOGO	1,189,347
		ALL THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP U.S. TRADEMARKS AND PATENTS	

**RECORDED
PATENT AND TRADEMARK
OFFICE**

441/21528AJA.EVE

MAY 10 1993

**TRADEMARK
REEL: 002573 FRAME: 0991**

KIRKLAND & ELLIS

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Assignment Division	U.S. Patent and Trademark Office	703-306-5995		
<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Renee M. Prescan	November 7, 2002	19	(312) 861-2200	(312) 861-6371

Message: