



05-15-2003



102448067

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (Exp. 10/31/2002)

RECORDED TRADEMARK

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

5-12-03

Tempur World, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 1, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Administrative Agent Internal 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

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

A. Trademark Application No.(s) 76/323543, 78/162282

B. Trademark Registration No.(s) n/a

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 Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras Name of Person Signing

Marianne F. Taras Signature

5/8/03 Date

Total number of pages including cover sheet, attachments, and document: 34

1/14/2003 DBYRNE 00000221 76323543

FC:6321 FC:6322 40.00 25.00 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2002 (together with all amendments, if any, from time to time hereto, this "Intellectual Property Security Agreement"), 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 Amended and Restated 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"), Tempur World Holding Company ApS, a company organized under the laws of Denmark ("TWHC"), Dan-Foam ApS, a company organized 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, TWHC and DF are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), TWI Holdings, Inc., a Delaware corporation ("Ultimate Holdco"), Tempur World, Inc., a Delaware corporation ("Intermediate Holdco"), Tempur World Holdings, Inc., a Delaware corporation ("Holdco"), Tempur World Holdings, S.L., a company organized under the laws of Spain ("Spanish Holdco"), the other Credit Parties signatory thereto, the Lenders signatory thereto from time to time, Nordea Bank Danmark 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, pursuant to the Original Credit Agreement, the Borrowers, Intermediate Holdco, Holdco, the other US Credit Parties and Administrative Agent entered in to that certain Intellectual Property Security Agreement dated as of September 25, 2001 (the "Existing Intellectual Property Security Agreement");

WHEREAS, each of the Grantors wishes to amend and restate the Existing Intellectual Property Security Agreement on the terms and conditions set forth herein;

WHEREAS, each of the Grantors (other than Ultimate Holdco) is a direct or indirect Domestic Subsidiary of Ultimate Holdco; 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 (including the recitals hereof) 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 actions 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.

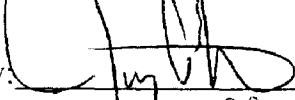
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.


TWI HOLDINGS, INC.

By: 
Name: Jeffrey Barber
Title: Vice President

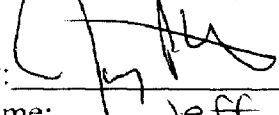
TEMPUR WORLD, INC.

By: 
Name: Jeff Heath
Title: Executive Vice President

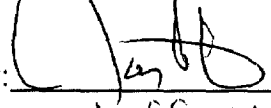
TEMPUR WORLD HOLDINGS, INC.

By: 
Name: Jeff Heath
Title: CFO

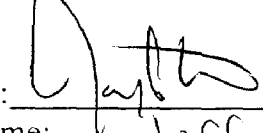
TEMPUR-PEDIC, INC.

By: 
Name: Jeff Heath
Title: CFO

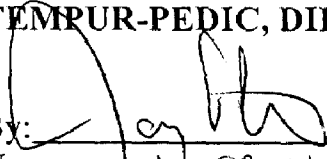
TEMPUR PRODUCTION, USA

By: 
Name: Jeff Heath
Title: CFO

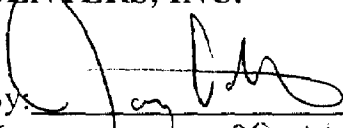
TEMPUR-MEDICAL, INC.

By: 
Name: Jeff Heath
Title: Director

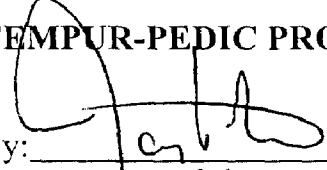
TEMPUR-PEDIC, DIRECT RESPONSE, INC.

By: 
Name: Jeff Heath
Title: Director

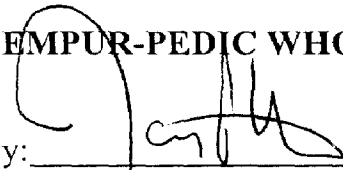
TEMPUR-PEDIC SWEDISH MATTRESS CENTERS, INC.

By: 
Name: Jeff Heath
Title: Director

TEMPUR-PEDIC PROFESSIONAL, INC.

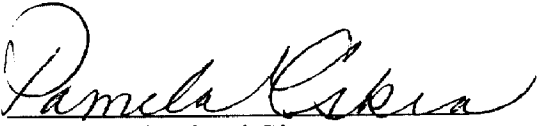
By: 
Name: Jeff Heath
Title: Director

TEMPUR-PEDIC WHOLESALE, INC.

By: 
Name: Jeff Heath
Title: Assistant Secretary

ACCEPTED and ACKNOWLEDGED by:

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

By: 
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
) ss. New York
COUNTY OF NEW YORK)

On this 1st day of November, 2002 before me personally appeared Jeffrey Barber, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TWI 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 its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathy N. Kelly
Notary Public

{seal}

**KATHY N. KELLY
Commissioner of Deeds
City of New York No. 5-1531
Certificate Filed Richmond Co.
Commission Expires July 22, 2004**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

KATHY N. KELLY
Commissioner of Deeds
City of New York No. 5-1531
Certificate Filed Richmond Co.
Commission Expires July 22, 2004

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

KATHY N. KELLY
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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

KATHY N. KELLY
Commissioner of Deeds
City of New York No. 5-1531
Certificate Filed Richmond Co.
Commission Expires July 22, 2004

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

KATHY N. KELLY
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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of TEMPUR-PEDIC PROFESSIONAL, 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.

Kathy N. Kelly
Notary Public

{seal}

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. New York

On this 1st day of November, 2002 before me personally appeared
Jeff Heath, 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.

Kathy N. Kelly
Notary Public

{seal}

KATHY N. KELLY
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SCHEDULE I
to
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Patents and Patent Licenses

I. U.S. Patents

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
LAMINATED VISCO-ELASTIC SUPPORT	09/458968	6/2/95	6159574	12/12/00
LAMINATED VISCO-ELASTIC SUPPORT	09/703893	11/1/00	Pending	N/A
CUSHION	09/758018	1/10/01	Pending	N/A
THERAPEUTIC MATTRESS ASSEMBLY	60/246356	11/7/00	Pending	N/A
THERAPEUTIC MATTRESS ASSEMBLY	PCTUS0144111	11/6/01	Pending	N/A
CUSHION	29/121291	4/4/00	D456659	5/7/02
CUSHION	29/153266	1/2/01	Pending	N/A
METHOD AND APPARATUS FOR MENTAL TRAINING	60/242175	10/20/00	Pending	N/A
METHOD AND APPARATUS FOR MENTAL TRAINING	PCTUS0150633	10/19/01	Pending	N/A
LEG SPACER PILLOW	29/137361	2/16/01	Pending	N/A
LEG SPACER PILLOW	10/021276	12/7/01	Pending	N/A
PRODUCT DEMONSTRATION SYSTEM AND METHOD FOR USING THE SAME	60/260763	1/10/01	Pending	N/A

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
PRODUCT DEMONSTRATION SYSTEM AND METHOD FOR USING THE SAME	PCTUS0200792	1/10/02	Pending	N/A
CONTOURED HEAD PILLOW	29/145969	8/1/01	D456660	5/7/02
METHOD OF MANAGING THE PROVISION OF HEALTHCARE AND SYSTEM FOR EFFECTING SAME	60/353998	2/1/02	Pending	N/A
SLEEP MASK	29/122485	4/4/00	Pending	N/A
SEAT CUSHION	29/094416	10/1/98	D417,984	12/28/99
COMFORT PILLOW	60/383169	5/24/02	Pending	N/A
VEHICLE HEAD REST	09/623,587	10/16/00	Pending	N/A

II. Foreign Patents

<u>Title and Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
MILLENIUM PILLOW				
Austria	MU 1360/2000	4/4/00	39.908	5/20/00
Australia	1293/2000	4/28/00	142663	1/15/01
Brazil	DI 6001994-8	8/2/00	DI6001994-8	6/19/01
Benelux	76963 00	4/4/00	32244-00	4/4/00
Canada	2000-0854	3/31/00	93191	8/24/01
Switzerland	N/A	4/3/00	126.981	4/3/00
China	00331057.4	7/25/00	00331057.4	1/27/01
Germany	400 03 639.8	4/4/00	400 03 639.8	6/19/00
Denmark	MA 1999 01168	10/4/99	MR 2000 00535	4/26/00
Spain	148310/2	5/3/00	00148310/2	5/8/02
France	002067	4/4/00	002067	4/4/00
Great Britain	2091913	4/3/00	2091913	4/10/99
Greece	20000600125	5/22/00	6000847	3/22/01
Israel	33932	3/8/00	None	None
Italy	TO 2000O000099	5/5/00	None	None
South Korea	2001-0008168	8/21/00	0280850	7/19/01
Norway	20000234	4/4/00	76114	1/4/01
Russian Federation	20000501243	7/19/00	49638	N/A
Taiwan	89305628	8/21/00	75558	1/2/02

<u>Title and Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
SEAT CUSHION				
Benelux	74818-00	8/19/98	30199-00	4/21/99
Germany	49808898.7	9/9/98	49808898.7	2/18/99
Denmark	MA 1998 00363	4/1/98	MR 1998 00903	12/1/98
Great Britain	2077990	9/28/98	2077990	4/1/98
Norway	980604	8/24/98	74978	5/20/99
Sweden	981696	8/28/98	65.298	8/16/00
EN BENSTØTTEPUDE				
Denmark	MA 2000 01344	12/7/00	MR 2001 00816	8/23/01
VISKOMADRAS				
Denmark	PA 2000 00027	1/11/00	Pending	N/A
VISKOMADRAS (utility model)				
Denmark	BA 2001 00008	1/5/01	BR 2001 00008	2/23/01
VEHICLE HEAD REST				
Sweden	9800673-7		Pending	N/A
Australia	27529/99		738840	N/A
Brazil	P19908436-8		Pending	N/A
China	99803433.9		Pending	N/A
EPO	99908007.0		Pending	N/A
India	IN/PCT/2000/00339/ C/HE		Pending	N/A
Japan	2000-534427		Pending	N/A
South Korea	2000-7009646		Pending	N/A
Mexico	008562		Pending	N/A
Russia	2000124935		Pending	N/A
BED FRAME PATENT				

III. Patent Licenses

Please see Exhibit A to the Amended and Restated Intellectual Property Agreement for a listing of all Intellectual Property licenses.

SCHEDULE II
to
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Trademark and Trademark Licenses

I. U.S. and Foreign Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	TEMPUR PEDIC	Registered	866042	1/14/98	515469	8/26/99
United States of America	TEMPUR PEDIC	Registered	74/247231	2/19/92	1853088	9/6/94
Argentina	TEMPUR	Registered	2315570	11/10/00	1871596	5/16/02
Argentina	TEMPUR	Registered	2315569	11/10/00	1871594	5/16/02
Australia	TEMPUR	Registered	844724	8/1/00	844724	9/10/01
Benelux	TEMPUR	Renewed	778818	4/10/92	516564	4/10/92
Benelux	TEMPUR	Registered	798407	6/7/93	532326	6/7/93
Brazil	TEMPUR	Published	823080323	8/16/00	Pending	N/A
Brazil	TEMPUR	Published	823080340	8/16/00	Pending	N/A
Canada	TEMPUR	Registered	866040	1/14/98	515449	8/26/99
China	TEMPUR	Registered	2000111807	7/27/00	1637560	9/21/01
China	TEMPUR	Registered	2000111810	7/27/00	1628926	9/7/01
China	TEMPUR	Registered	2000111809	7/27/00	1637561	9/21/01
China	TEMPUR	Registered	2000111808	7/27/00	1628928	9/7/01
Czech Republic	TEMPUR	Registered	155056	5/3/00	234414	6/25/01
Denmark	TEMPUR	Registered	VA199105785	8/16/91	VR199202808	4/10/92
Dominican Republic	TEMPUR	Published		5/25/01	Pending	N/A

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Dominican Republic	TEMPUR	Published		5/25/01	Pending	N/A
European Community	TEMPUR	Registered	1200179	5/20/99	1200179	6/13/01
Finland	TEMPUR	Registered	T199203662	7/30/92	201756	9/30/96
France	TEMPUR	Registered	92/414607	4/10/92	92/414607	4/10/92
Germany	TEMPUR	Registered	S54214/10WZ	4/9/92	2032993	3/23/93
Iceland	TEMPUR	Registered	342/1996	3/8/96	884/1996	8/23/96
India	TEMPUR	Pending	857505	5/24/99	Pending	N/A
India	TEMPUR	Pending	857504	5/24/99	Pending	N/A
International Registration	TEMPUR	Registered			636554	11/1/94
International Registration	TEMPUR	Registered	761598	7/9/01	761598	7/9/01
Iran	TEMPUR	Registered	80021340	5/21/01	96000	10/23/01
Israel	TEMPUR	Renewed	99459	7/4/95	99459	1/5/97
Israel	TEMPUR	Renewed	99458	7/4/95	99458	4/15/97
Japan	TEMPUR	Pending	2000-48713	5/1/00	Pending	N/A
Japan	TEMPUR	Registered	H05-059293	6/15/93	4163394	7/3/98
Japan	TEMPUR	Registered	H05-059292	6/15/93	3225123	11/29/96
Korea, Republic of	TEMPUR	Registered	94-31677	8/8/94	342613	7/5/96
Korea, Republic of	TEMPUR	Registered	94-31676	8/8/94	338403	4/26/96
Kuwait	TEMPUR	Pending	48505	12/9/00	Pending	N/A
Kuwait	TEMPUR	Pending	48504	12/9/00	Pending	N/A

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Lebanon	TEMPUR	Pending	96-010772621	3/28/01	Pending	N/A
Mexico	TEMPUR	Registered	457910	11/13/00	689724	2/28/01
Mexico	TEMPUR	Registered	457909	11/13/00	689723	2/28/01
New Zealand	TEMPUR	Registered	633338	3/5/01	633338	9/6/01
New Zealand	TEMPUR	Registered	633337	3/5/01	633337	9/6/01
Norway	TEMPUR	Registered	92.3905	8/4/92	161579	2/24/94
Philippines	TEMPUR	Registered	113841	9/13/96	41996113841	8/28/00
Philippines	TEMPUR	Registered	113840	9/13/96	41996113840	8/28/00
Puerto Rico	TEMPUR	Pending	Pending	5/15/01	Pending	N/A
Puerto Rico	TEMPUR	Pending	Pending	5/15/01	Pending	N/A
South Africa	TEMPUR	Accepted	99/09453	5/26/99	Pending	N/A
South Africa	TEMPUR	Accepted	99/09452	5/26/99	Pending	N/A
Sweden	TEMPUR	Renewed	91-6867	8/14/91	236525	6/12/92
Switzerland	TEMPUR	Registered	5741/1992.0	7/30/92	400608	7/30/92
Syria	TEMPUR	Registered	206032	8/16/00	76817	8/5/01
Taiwan	TEMPUR	Registered	83057077	9/6/94	687829	8/16/95
Taiwan	TEMPUR	Registered	83057076	9/6/94	682811	7/1/95
Thailand	TEMPUR	Pending	462885	8/17/01	Pending	N/A
Thailand	TEMPUR	Pending	462886	8/17/01	Pending	N/A
United Arab Emirates	TEMPUR	Published	40558	1/17/01	Pending	N/A
United Arab Emirates	TEMPUR	Published	40557	1/17/01	Pending	N/A
United Kingdom	TEMPUR	Registered	1508897	8/1/92	1508897	8/1/92

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	TEMPUR	Registered	1508896	8/1/92	1508896	8/1/92
United States of America	TEMPUR	Registered	74/322007	10/9/92	1926469	10/10/95
Canada	TEMPUR MED	Registered	866041	1/14/98	515468	8/26/99
United States of America	TEMPUR MED	Registered	74/321912	10/9/92	1924637	10/3/95
United States of America	SWEDISH SLEEP SYSTEM	Registered	588114	11/13/98	2452364	5/22/01
United States of America	TEMPUR INSIDE	Published and opposed	75/588117	11/13/98	Pending	N/A
United States of America	TEMPUR INSIDE	Published and opposed	75/879033	12/28/99	Pending	N/A
Argentina	TEMPUR AND DESIGN	Registered	2315572	11/10/00	1871599	5/16/02
Argentina	TEMPUR AND DESIGN	Registered	2315571	11/10/00	1871597	5/16/02
Australia	TEMPUR AND DESIGN	Registered	846480	8/15/00	846480	9/10/01
Belarus	TEMPUR AND DESIGN	Pending	20001292	8/18/00	Pending	N/A
Brazil	TEMPUR AND DESIGN	Published	823080331	8/16/00	Pending	N/A
Brazil	TEMPUR AND DESIGN	Published	823080315	8/16/00	Pending	N/A
China	TEMPUR AND DESIGN	Registered	2000111806	7/27/00	1628927	9/7/01
China	TEMPUR AND DESIGN	Pending	2000111805	7/27/00	Pending	N/A
Czech Republic	TEMPUR AND DESIGN	Registered	155055	5/3/00	234413	6/25/01

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Denmark	TEMPUR AND DESIGN	Registered	VA200102679	7/10/01	VR200103805	9/12/01
European Community	TEMPUR & DESIGN	Registered	1167923	5/4/99	1167923	11/16/00
Iceland	TEMPUR AND DESIGN	Registered	2676/2000	8/1/00	1281/2000	10/2/00
India	TEMPUR AND DESIGN	Pending	857502	5/24/99	Pending	N/A
India	TEMPUR AND DESIGN	Pending	857503	5/24/99	Pending	N/A
International Registration	TEMPUR AND DESIGN	Registered	763799	7/17/01	763799	7/17/01
Israel	TEMPUR AND DESIGN	Registered	140850	8/8/00	140850	12/4/01
Israel	TEMPUR AND DESIGN	Registered	140851	8/8/00	140851	12/4/01
Japan	TEMPUR AND DESIGN	Registered	41751/99	5/14/99	4355267	1/28/00
Mexico	TEMPUR AND DESIGN	Registered	457911	11/13/00	702511	6/20/01
Mexico	TEMPUR AND DESIGN	Registered	457912	11/13/00	693166	3/30/01
New Zealand	TEMPUR AND DESIGN	Registered	633844	3/13/01	633844	10/9/01
New Zealand	TEMPUR AND DESIGN	Registered	633843	3/13/01	633843	10/9/01
Norway	TEMPUR AND DESIGN	Registered	99.04628	5/12/99	204264	8/24/00
Philippines	TEMPUR & DESIGN	Pending	420000006475	8/2/00	Pending	N/A

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
South Africa	TEMPUR AND DESIGN	Pending	99/10599	5/20/99	Pending	N/A
South Africa	TEMPUR AND DESIGN	Pending	99/10598	5/20/99	Pending	N/A
Switzerland	TEMPUR AND DESIGN	Registered	4084/1999	5/10/99	467971	12/28/99
Syria	TEMPUR AND DESIGN	Registered	218216	8/30/00	77823	10/31/01
Taiwan	TEMPUR AND DESIGN	Registered	87004497	2/5/98	889752	4/16/00
Taiwan	TEMPUR AND DESIGN	Registered	87004498	2/5/98	879680	1/16/00
United States of America	TEMPUR & DESIGN	Registered	75/588182	11/13/98	2495299	10/9/01
Argentina	SPACE PILLOW	Published	2.329.281	2/27/01	Pending	N/A
Australia	SPACE PILLOW	Registered	867345	2/26/01	867345	7/20/01
Brazil	SPACE PILLOW	Published	823623793	2/28/01	Pending	N/A
Canada	SPACE PILLOW	Pending	1094286	2/28/01	Pending	N/A
Chile	SPACE PILLOW	Registered	519.094	2/27/01	615.511	1/3/02
China	SPACE PILLOW	Pending	2001050417	4/3/01	Pending	N/A
Denmark	SPACE PILLOW	Registered	VA200002856	6/30/00	VR200003637	8/8/00
European Community	SPACE PILLOW	Published	2109411	2/28/01	Pending	N/A
India	SPACE PILLOW	Pending	993194	2/27/01	Pending	N/A
Japan	SPACE PILLOW	Pending	17529/2001	2/28/01	Pending	N/A
Korea, Republic of	SPACE PILLOW	Abandoned	2001-7256	2/27/01	Pending	N/A
Mexico	SPACE PILLOW	Pending	473408	2/28/01	Pending	N/A

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Poland	SPACE PILLOW	Pending	Z-232432	3/5/01	Pending	N/A
Russian Federation	SPACE PILLOW	Pending	2001705944	2/27/01	Pending	N/A
Singapore	SPACE PILLOW	Pending	T01/02654G	2/28/01	Pending	N/A
South Africa	SPACE PILLOW	Pending	2001/03186	2/26/01	Pending	N/A
Taiwan	SPACE PILLOW	Published	90006314	2/27/01	Pending	N/A
United States of America	SPACE PILLOW	Abandoned	76/113803	8/21/00	N/A	N/A
United States of America	SPACE PILLOW	Allowed	76/141575	10/5/00	Pending	N/A
Venezuela	SPACE PILLOW	Pending	3302/01	2/28/01	Pending	N/A
United States of America	SPACE MATTRESS	Allowed	76/120453	8/31/00	Pending	N/A
United States of America	SPACE CUSHION	Allowed	76/120452	8/31/00	Pending	N/A
United States of America	SPACE BED	Abandoned	76/120463	8/31/00	N/A	N/A
United States of America	SPACE FOAM	Allowed	76/120454	8/31/00	Pending	N/A
United States of America	SPACE CHAIR	Published— to be abandoned	76/238830	4/10/01	Pending	N/A
Denmark	ASTRO PILLOW	Registered	VA200004842	11/17/00	VR200005685	12/7/00
European Community	ASTRO PILLOW	Registered	1960194	11/17/00	1960194	3/7/02
United States of America	TEMPUR-PLUS3	Pending	76/188027	12/28/00	Pending	N/A
Canada	TEMPURAP	Pending	1087987	1/3/01	Pending	N/A

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	TEMPURAP	Pending	76/188028	12/28/00	Pending	N/A
United States of America	THE ART OF SLEEPING	Pending	76/323543	10/10/01	Pending	N/A
United States of America	CLASSIC PILLOW	Abandoned	78/057154	4/6/01	N/A	N/A
Benelux	DFC TEMPUR	Registered	800986	7/28/93	536923	7/28/93
Sweden	TEMPUR MADRASSEN	Registered	92-7020	8/5/92	247136	2/26/93
Sweden	TEMPUR MADRASSEN	Registered	92-7019	8/5/92	247135	2/26/93
European Community	GALAXY	Accepted	2002392	12/15/00	Pending	N/A
Japan	GALAXY	Pending	2001-53839	6/13/01	Pending	N/A
United States of America	GALAXY	Abandoned	78/068697	6/12/01	N/A	N/A
Korea, Republic of	TEMPUR-PEDIC AND DESIGN	Registered	94-31501	8/5/94	332808	1/31/96
Korea, Republic of	TEMPUR-PEDIC AND DESIGN	Registered	94-31502	8/5/94	351588	12/17/96
United States of America	TEMPUR MARINE AND DESIGN	Pending	78/162282	9/10/02	Pending	N/A

II. U.S. and Foreign Trademark Licenses

Please see Exhibit A to the Amended and Restated Intellectual Property Agreement for a listing of all Intellectual Property licenses.

SCHEDULE III
to
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Copyrights and Copyright Licenses

I. Copyright Registrations

None.

II. Copyright Licenses

Please see Exhibit A to the Amended and Restated Intellectual Property Agreement for a listing of all Intellectual Property licenses.

EXHIBIT A
to
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Licenses or Other Agreements Related to IP of Company and its Subsidiaries

1. Acknowledgement and Agreement with Respect to Certain Intellectual Property dated September 20, 2001 between Dan-Foam Holding Company A/S, Dan-Foam A/S, Tempur World, Inc., Tempur-Pedic, Inc., and Tempur Production USA, Inc., parties of the first part, and Fagerdala World Foams AB, Ashfield Consultancy Ltd., Dag Landvik, and Mikael Magnusson, parties of the second part, for the benefit of General Electric Capital Corporation
2. U.S. Intellectual Property License Agreement between Tempur World, Inc. and its direct and indirect subsidiaries and General Electric Capital Corporation dated September 25, 2001
3. European Intellectual Property License Agreement between Tempur World, Inc. and its direct and indirect subsidiaries and General Electric Capital Corporation dated September 25, 2001
4. Exclusive Distribution Agreement dated October 16, 2000 among Dan-Foam A/S, Tempur World, Inc., Tempur World Holdings, Inc., and 1390658 Ontario Inc. d/b/a Tempur World Holdings, Inc.
5. License and Distribution Agreement dated September 25, 2001 between Dan-Foam A/S and Tempur World Holdings, Inc.
6. Side Letter regarding the exclusivity option to the Licenses and Distribution Agreement dated September 25, 2001 between Dan-Foam A/S and Tempur World Holdings, Inc.
7. Sublicense of License and Distribution Agreement (TPI) between Tempur World Holdings, Inc. and Tempur-Pedic Inc. executed September 25, 2001
8. Sublicense of License and Distribution Agreement (TPUSA) between Tempur World Holdings, Inc. and Tempur Productions USA, Inc. executed September 25, 2001
9. Credit Agreement dated as of September 25, 2001 among Tempur World, Inc., Tempur-Pedic, Inc., Tempur Production USA, Inc., Dan-Foam Holding Company A/S, Dan-Foam A/S, and such other credit parties as are signatories thereto, parties of the first part; and General Electric Capital Corporation, Nordea Unibank

A/S, and General Electric Capital Corporation, and such other lenders as are signatories thereto.

10. Security Agreement dated as of September 20, 2001 by and among such Tempur World entities as are signatories thereto and General Electric Capital Corporation.
11. Settlement Agreement between Tempur-Pedic, Inc. and Advanced Comfort.
12. Settlement Agreement between Tempur-Pedic, Inc. and Stroebel Manufacturing Company, Inc.
13. Settlement Agreement between Tempur-Pedic, Inc. and Bergad Mattress.
14. Letter Agreement between Tempur-Pedic, Inc. and Bensons.
15. Settlement Agreement between Tempur-Pedic, Inc. and Eastern Sleep Products Company d/b/a Symbol Mattress Company.
16. Cross License Agreement between Tempur-Pedic and Capture the Moon, Inc.
17. Agreement among Tempur World, Inc., Dan-Foam A/S Tempur-Pedic, Inc. and Connors, Dameshek, Fong and Mancuso, Inc. dba Connors Footwear.

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Amended and Restated Intellectual Property Security Agreement dated as of November [___], 2002 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Ultimate Holdco, Intermediate Holdco, Holdco, 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 Intellectual Property 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 Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: