

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Bedding Company L.L.C.		08/31/2005	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation
Street Address:	4 World Financial Center, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2927140	AMERICA'S MATTRESS
Registration Number:	197274	CERTIFIED
Registration Number:	1817944	NEW DAWN
Registration Number:	1088372	THE MATTRESS FACTORY
Registration Number:	233361	"THE REST OF YOUR DAYS DEPEND-ON THE REST OF YOUR NIGHTS"
Serial Number:	78284658	5-STAR MATTRESS
Serial Number:	78449706	EXTREME COMFORT
Serial Number:	78284574	DREAMINABOX

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com

OP \$215.00 2927140

Correspondent Name: Julie L. Dalke
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	09/26/2005

Total Attachments: 6
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**TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)**

Trademark Security Agreement, dated as of August 31, 2005 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between national Bedding Company L.L.C. (the "Grantor") and MERRILL LYNCH CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of August 31, 2005 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, which pledge and grant are and shall be deemed to be one and the same pledge and grant as the pledge and grant set forth in the Pledge and Security Agreement, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) the trademark and service mark registrations and applications referred to on Schedule I hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "Trademarks"); and

(b) all Proceeds of the foregoing, including, without limitation, royalties, income payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

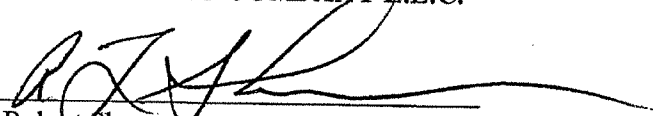
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

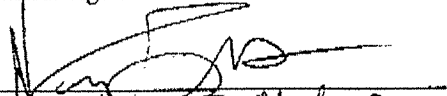
NATIONAL BEDDING COMPANY L.L.C.

By: 
Name: Robert Sherman
Title: President

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION
as Collateral Agent

By:


Name: Michael E. Meadows
Title: Vice President

First Lien Trademark Security Agreement
S-2

212 738 1186 P.07

MERRILL LYNCH

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TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
National Bedding Company L.L.C. (registrant is Sleepmaster Limited)	TMA378459	Canada	ADAPTA-FLEX
National Bedding Company L.L.C.	47399	Arizona	AMERICA'S MATTRESS and Design
National Bedding Company L.L.C.	S21632	Georgia	AMERICA'S MATTRESS and Design
National Bedding Company L.L.C.	2927140	United States of America	AMERICA'S MATTRESS and Design
National Bedding Company L.L.C.	197274	United States of America	CERTIFIED and Design*
National Bedding Company L.L.C.	WI30000444072	Wisconsin	MIDSTATES BEDDING COMPANY
National Bedding Company L.L.C.	1817944	United States of America	NEW DAWN*
National Bedding Company L.L.C.	WI3000058969	Wisconsin	SERTA MATTRESS COMPANY
National Bedding Company L.L.C.	1088372	United States of America	THE MATTRESS FACTORY
National Bedding Company L.L.C.	TN95072805	New Mexico	THE MATTRESS MAKERS
National Bedding Company L.L.C.	233361	United States of America	"THE REST OF YOUR DAYS DEPEND-ON THE REST OF YOUR NIGHTS"*

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
National Bedding Company L.L.C. (owner is Midstates Bedding Company, which is the former name of NBC)	WI3000011150	Wisconsin	SERTA MATTRESS COMPANY

*The United States Patent and Trademark Office records for these marks reflect a security interest held by First Union National Bank pursuant to a security agreement between First Union National Bank and Adam Wuest, Inc., the marks' previous owner. The security interest is no longer in place, pursuant to the Findings of Fact, Conclusion of Law and Order Confirming Second Amended and Restated Joint Plan of Reorganization of Official Committee of Unsecured Creditors, dated January 23, 2003, by the United States Bankruptcy Court for the District of Delaware.

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
National Bedding Company L.L.C.	78/284658	United States of America	5-STAR MATTRESS
National Bedding Company L.L.C.	78/449706	United States of America	EXTREME COMFORT
National Bedding Company L.L.C.	78/284574	United States of America	DREAMINABOX