

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Revolving Credit Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foamex L.P.		04/30/2008	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Institution:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77373991	DREAM REST	
Serial Number:	77373997	DREAM SLEEPER	
Serial Number:	77391465	REFLEX NATURAL	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128367319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	03191/0048		
NAME OF SUBMITTER:	Paul J. Somelofske		

CH \$90.00 77373991

Signature:

/Paul J. Somelofske/

Date:

05/05/2008

Total Attachments: 5

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Revolving Credit Trademark Security Agreement

Revolving Credit Trademark Security Agreement, dated as of April 30, 2008, by Foamex L.P. (the "Pledgor") in favor of Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Revolving Credit Security Agreement, dated as of February 12, 2007 (the "Revolving Credit Security Agreement"), in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Revolving Credit Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties in the Revolving Credit Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Revolving Credit Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Revolving Credit 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 Revolving Credit Trademark Security Agreement is deemed to conflict with the Revolving Credit Security Agreement, the provisions of the Revolving Credit Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Revolving Credit Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Revolving Credit Security Agreement and this Revolving Credit Trademark Security Agreement.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien, hypothec and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 12, 2007 as the same may be amended, restated, amended and restated, supplemented, modified or replaced from time to time (the “**Intercreditor Agreement**”), among Bank of America, N.A., as First Lien Term Collateral Agent, Bank of America, N.A., as Second Lien Term Collateral Agent, Bank of America, N.A., as Revolving Administrative Agent, Bank of America, N.A., as Control Agent, and the Loan Parties (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Revolving Credit Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Revolving Credit Trademark Security Agreement by signing and delivering one or more counterparts.

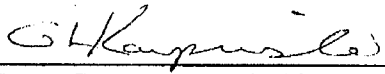
[signature page follows]

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

Very truly yours,

FOAMEX L.P.,
as Pledgor

By: FMXI, LLC, its Managing General Partner

By: 
Name: George L. Karpinski
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: William Wilson
Title: Senior Vice President

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

Very truly yours,

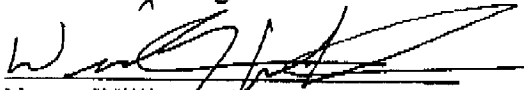
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as Pledgor

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By: _____
Name: George L. Karpinski
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: William Wilson
Title: Senior Vice President

SCHEDULE I

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
None		

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Foamex L.P.	United States 77/373,991	DREAM REST (Class 20: mattresses; mattress cushions; mattress toppers; pillows; pillow forms; sleeping mats Class 24: afghans; bed linen; bed pads; bed sheets; blankets; blanket throws; contoured mattress covers; coverlets; quilts; pillow cases; pillow covers; pillow shams) (124-1199)
Foamex L.P.	United States 77/373,997	DREAM SLEEPER (Class 20: mattresses; mattress cushions; mattress toppers; pillows; pillow forms; sleeping mats Class 24: afghans; bed linen; bed pads; bed sheets; blankets; blanket throws; contoured mattress covers; coverlets; quilts; pillow cases; pillow covers; pillow shams) (124-1998)
Foamex L.P.	United States 77/391,465	REFLEX NATURAL (Class 17: polyurethane foams used in construction of furniture, seat cushions and mattresses and mattress toppers) (124-1186)