

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type             |
|-------------------------|----------|----------------|-------------------------|
| Sleep Innovations, Inc. |          | 03/05/2009     | CORPORATION: NEW JERSEY |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | JPMorgan Chase Bank, N.A., as Administrative Agent and First Lien Collateral Agent |
| Street Address: | P.O. Box 2558  |
| City:           | Houston  |
| State/Country:  | TEXAS  |
| Postal Code:    | 77252  |
| Entity Type:    | National Banking Association: UNITED STATES  |

**PROPERTY NUMBERS Total: 72**

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 3280297 | COMFORT GEL              |
| Registration Number: | 2471859 | ABSOLUTE COMFORT SYSTEM  |
| Registration Number: | 2716056 | B'COOL IN SCHOOL         |
| Registration Number: | 2588932 | BEACH INNOVATIONS        |
| Registration Number: | 2805167 | BED IN A BOX             |
| Registration Number: | 3115073 | BODIEASE                 |
| Registration Number: | 2925782 | BODIFLEX                 |
| Registration Number: | 2598671 | COMFORT UNIVERSITY       |
| Registration Number: | 2798886 | COMFORT, PURE AND SIMPLE |
| Registration Number: | 2700768 | CONFIDANT                |
| Registration Number: | 2553247 | DREAM PILLOW             |
| Registration Number: | 2591894 | DREAMTEK                 |
| Registration Number: | 2702787 | DREAMTOP                 |
| Registration Number: | 2801133 | HUGGY                    |

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|                      |          |                                     |
|----------------------|----------|-------------------------------------|
| Registration Number: | 2383898  | HUGGY                               |
| Registration Number: | 2635863  | INNOVA-TEX                          |
| Registration Number: | 2354111  | MEGACRATE                           |
| Registration Number: | 2486472  | NOVAFORM                            |
| Registration Number: | 2802942  | NOVASOMA                            |
| Registration Number: | 2602530  | PERSONAL EXPRESSIONS                |
| Registration Number: | 2669002  | PERSONAL EXPRESSIONS                |
| Registration Number: | 2839530  | PLUSH SUPREME                       |
| Registration Number: | 2801132  | SENSUS                              |
| Registration Number: | 2213871  | SLEEP INNOVATIONS                   |
| Registration Number: | 2640891  | TEMPSOMA                            |
| Registration Number: | 2801131  | THE COMFORT SECRET                  |
| Registration Number: | 2840894  | THE DIFFERENCE IS UNDENIABLE        |
| Registration Number: | 2784622  | THE SCIENCE OF COMFORT              |
| Registration Number: | 2293137  | WE PUT THE COMFORT BACK IN YOUR BED |
| Registration Number: | 2803315  | WE'VE FOUND THE SECRET              |
| Registration Number: | 2947442  | THE COMFORT OUTLET                  |
| Registration Number: | 3407309  | COMFÔRT                             |
| Registration Number: | 3346798  | COMFORT PLUS                        |
| Registration Number: | 3406005  | COMFORTLUXE                         |
| Registration Number: | 3332221  | COOLBREEZE                          |
| Registration Number: | 3406033  | DREAM MATTRESS                      |
| Serial Number:       | 78866915 | SENSUOUS SLEEP                      |
| Registration Number: | 3332505  | SLEEP ASSURED                       |
| Registration Number: | 3332193  | SLEEPWALKERS BY SLEEP INNOVATIONS   |
| Registration Number: | 3236489  | HEALTHY SLEEPER                     |
| Registration Number: | 3442318  | KOOLCOMFORT                         |
| Serial Number:       | 78571587 | KOOLREST                            |
| Serial Number:       | 77394553 | DREAMAWAY                           |
| Registration Number: | 3194068  | DREAMAWAY                           |
| Registration Number: | 3168814  | KOOLCOMFORT                         |
| Registration Number: | 2198360  | LURA-TEX                            |
| Registration Number: | 2140886  | MEMORY-FLEX                         |
| Registration Number: | 2709796  | OPTIMA                              |
| Registration Number: | 3000468  | TOUCH OF COMFORT                    |

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 3573572  | NUTRATEMP                                    |
| Registration Number: | 3504310  | ACELLA-FLEX                                  |
| Registration Number: | 3137309  | BODIPEDIC                                    |
| Registration Number: | 3495925  | BODIPEDIC                                    |
| Serial Number:       | 77259452 | INOVAFORM                                    |
| Serial Number:       | 77066062 | VENUS & MARS                                 |
| Serial Number:       | 77066064 | VENUS & MARS                                 |
| Registration Number: | 3387690  | VITALIZE                                     |
| Serial Number:       | 77383539 | COOLREST                                     |
| Serial Number:       | 77460256 | ECOTEMP                                      |
| Serial Number:       | 77330859 | INFINITE COMFORT MATTRESS                    |
| Serial Number:       | 77479510 | NOVAFORM BY SLEEP INNOVATIONS COMFORT ROYALE |
| Serial Number:       | 77332094 | NOVAFORM GRANDE ELEGANCE                     |
| Serial Number:       | 77371171 | SRT  |
| Registration Number: | 3495916  | TEMPSOMA                                     |
| Serial Number:       | 77551582 | SLEEP INNOVATIONS FABRICATING A BETTER SLEEP |
| Serial Number:       | 77551594 | FABRICATING A BETTER SLEEP                   |
| Serial Number:       | 77560020 | PERFECTEMP                                   |
| Serial Number:       | 77560127 | TECHNOLOGY INFLUENCED BY NATURE              |
| Serial Number:       | 77577888 | SLEEP INNOVATIONS DREAMLAND, USA.            |
| Serial Number:       | 77628214 | RIGHT-TEMP                                   |
| Serial Number:       | 77661172 | SURE TEMP                                    |
| Serial Number:       | 77676701 | PERSONAL IMPRESSIONS                         |

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 509600/0285  |
| NAME OF SUBMITTER:      | Mindy M. Lok |
| Signature:              | /ml/         |

Date:

03/11/2009

**Total Attachments: 9**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 5, 2009 is made by Sleep Innovations, Inc., a New Jersey corporation, located at 187 Monmouth Parkway, West Long Branch, New Jersey (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558 Houston, Texas, as Administrative Agent and First Lien Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 5, 2009 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Borrower, the Lenders, the Agent and Comfort Co., Inc.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the First Lien Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the First Lien Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SLEEP INNOVATIONS, INC.

By: Jeffrey F. Kies  
Name: Jeffrey F. Kies  
Title: CFO  
Date:

JPMORGAN CHASE BANK, N.A.  
as Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:  
Date:

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.

SLEEP INNOVATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

JPMORGAN CHASE BANK, N.A.  
as Agent for the Lenders

By: Stephanie Parker  
Name:  
Title: **Stephanie Parker**  
Date: **Executive Director**



ACKNOWLEDGMENT OF BORROWER

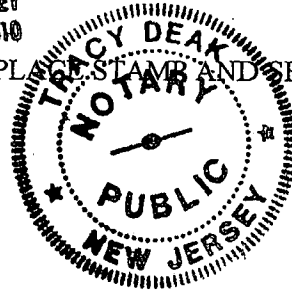
STATE OF New Jersey  
COUNTY OF Monmouth )<sup>SS</sup>

On the 5<sup>th</sup> day of March, 2009, before me personally came Jeffrey Ries, who is personally known to me to be the CFO of Sleep Innovations, Inc., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Tracy Deak  
Notary Public

TRACY DEAK  
ID # 2328118  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/26/2010

(PLACE STAMP AND SEAL ABOVE)

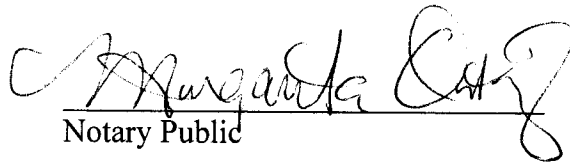


ACKNOWLEDGMENT OF AGENT

STATE OF New York )  
COUNTY OF New York )<sup>SS</sup>

On the 4th day of MARCH, 2009, before me personally came Stephanie Parker, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

MARGARITA ORTIZ  
Notary Public, State of New York  
Qualified in Bronx County  
Reg. No. 01OR6041062  
My Commission Expires May 1, 2010

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Trademark Registrations and Applications

| Trademark                    | App. No.      | Reg. No.  |
|------------------------------|---------------|-----------|
| COMFORT GEL                  | US 76/577,667 | 3,280,297 |
| ABSOLUTE COMFORT SYSTEM      | US 75/436,471 | 2,471,859 |
| B'COOL IN SCHOOL             | US 75/882,645 | 2,716,056 |
| BEACH INNOVATIONS            | US 75/696,070 | 2,588,932 |
| BED IN A BOX                 | US 75/824,871 | 2,805,167 |
| BODIEASE                     | US 78/430,683 | 3,115,073 |
| BODIFLEX                     | US 78/181,370 | 2,925,782 |
| COMFORT UNIVERSITY           | US 75/882,646 | 2,598,671 |
| COMFORT, PURE AND SIMPLE     | US 76/416,568 | 2,798,886 |
| CONFIDANT                    | US 75/882,648 | 2,700,768 |
| DREAM PILLOW                 | US 75/705,822 | 2,553,247 |
| DREAMTEK                     | US 75/490,476 | 2,591,894 |
| DREAMTOP                     | US 75/490,477 | 2,702,787 |
| HUGGY                        | US 76/416,972 | 2,801,133 |
| HUGGY                        | US 75/516,292 | 2,383,898 |
| INNOVA-TEX                   | US 75/705,820 | 2,635,863 |
| MEGACRATE                    | US 75/527,164 | 2,354,111 |
| NOVAFORM                     | US 75/436,427 | 2,486,472 |
| NOVASOMA                     | US 76/263,284 | 2,802,942 |
| PERSONAL EXPRESSIONS         | US 76/170,654 | 2,602,530 |
| PERSONAL EXPRESSIONS         | US 76/385,080 | 2,669,002 |
| PLUSH SUPREME                | US 76/416,563 | 2,839,530 |
| SENSUS                       | US 76/416,971 | 2,801,132 |
| SLEEP INNOVATIONS            | US 75/278,221 | 2,213,871 |
| TEMPSOMA                     | US 76/263,285 | 2,640,891 |
| THE COMFORT SECRET           | US 76/416,970 | 2,801,131 |
| THE DIFFERENCE IS UNDENIABLE | US 76/336,872 | 2,840,894 |
| THE SCIENCE OF COMFORT       | US 76/116,505 | 2,784,622 |

| Trademark                           | App. No.      | Reg. No.  |
|-------------------------------------|---------------|-----------|
| WE PUT THE COMFORT BACK IN YOUR BED | US 75/263,932 | 2,293,137 |
| WE'VE FOUND THE SECRET              | US 76/416,564 | 2,803,315 |
| THE COMFORT OUTLET & Design         | US 76/569,406 | 2,947,442 |
| COMFORT                             | US 78/958824  | 3,407,309 |
| COMFORT PLUS                        | US 77/023,696 | 3,346,798 |
| COMFORTLUXE                         | US 77/009,063 | 3,406,005 |
| COOLBREEZE                          | US 78/835,372 | 3,332,221 |
| DREAM MATTRESS                      | US 77/018,551 | 3,406,033 |
| SENSUOUS SLEEP                      | US 78/866,915 | N/A       |
| SLEEP ASSURED                       | US 78/866,770 | 3,332,505 |
| SLEEPWALKERS BY SLEEP INNOVATIONS   | US 78/832,325 | 3,332,193 |
| HEALTHY SLEEPER                     | US 78/798,371 | 3,236,489 |
| KOOLCOMFORT                         | US 78/618,285 | 3,442,318 |
| KOOLREST                            | US 78/571,587 | N/A       |
| DREAMAWAY                           | US 77/394,553 | N/A       |
| DREAMAWAY                           | US 78/842,146 | 3,194,068 |
| KOOLCOMFORT                         | US 78/977,034 | 3,168,814 |
| LURA-TEX                            | US 75/366,216 | 2,198,360 |
| MEMORY-FLEX                         | US 75/258,082 | 2,140,886 |
| OPTIMA                              | US 76/101,797 | 2,709,796 |
| TOUCH OF COMFORT                    | US 76/609,193 | 3,000,468 |
| NUTRATemp                           | US 77/293,509 | 3,573,572 |
| ACELLA-FLEX                         | US 77/369,951 | 3,504,310 |
| BODIPEDIC                           | US 78/977,213 | 3,137,309 |
| BODIPEDIC                           | US 77/431,554 | 3,495,925 |
| INOVAFORM                           | US 77/259,452 | N/A       |
| VENUS & MARS                        | US 77/066,062 | N/A       |
| VENUS & MARS                        | US 77/066,064 | N/A       |
| VITALIZE                            | US 77/069,771 | 3,387,690 |
| COOLREST                            | US 77/383,539 | N/A       |
| ECOTEMP                             | US 77/460,256 | N/A       |
| INFINITE COMFORT MATTRESS           | US 77/330,859 | N/A       |

| <b>Trademark</b>   | <b>App. No.</b> | <b>Reg. No.</b> |
|--|-----------------|-----------------|
| NOVAFORM BY SLEEP INNOVATIONS<br>COMFORT ROYALE & DESIGN | US 77/479,510   | N/A             |
| NOVAFORM GRANDE ELEGANCE                                 | US 77/332,094   | N/A             |
| SRT  | US 77/371,171   | N/A             |
| TEMPSOMA   | US 77/424,514   | 3,495,916       |
| SLEEP INNOVATIONS FABRICATING<br>A BETTER SLEEP          | US 77/551,582   | N/A             |
| FABRICATING A BETTER SLEEP                               | US 77/551,594   | N/A             |
| PERFECTEMP   | US 77/560,020   | N/A             |
| TECHNOLOGY INFLUENCED BY<br>NATURE                       | US 77/560,127   | N/A             |
| SLEEP INNOVATIONS DREAMLAND,<br>USA AND DESIGN           | US 77/577,888   | N/A             |
| RIGHT-TEMP   | US 77/628,214   | N/A             |
| SURE TEMP  | US 77/661,172   | N/A             |
| PERSONAL IMPRESSIONS                                     | US 77/676,701   | N/A             |