

## 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
Gaymar Industries, Inc.		03/30/2009	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3544387	TYMPANY
Registration Number:	3217930	PRESSURE PEDIC
Registration Number:	3179747	MEDI-TEMP III
Registration Number:	3099234	AIRE-TWIN
Registration Number:	3077674	CARE.FREE COMPANION
Registration Number:	2935532	JAIRY CHAIR PAD
Serial Number:	77599658	AIRE SELECT
Serial Number:	77598030	RAPR-ROUND
Serial Number:	77584954	MEDI-TEMP
Serial Number:	77406643	TRUTURN ELITE
Serial Number:	77203837	TYMPANI

## CORRESPONDENCE DATA

Fax Number: (312)577-4565

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

TRADEMARK

REEL: 003962 FRAME: 0055

900130592

CH 3544387 \$290.00

Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-121
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NAME OF SUBMITTER:	Kristin Brozovic
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Signature:	/Kristin Brozovic/
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Date:	03/31/2009
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**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2009, is between **GAYMAR INDUSTRIES, INC.**, a New York corporation (the "Grantor") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Collateral Agent (in such capacity, the "Grantee") for the benefit of the Secured Creditors (as such terms are defined in the below referenced Security Agreement).

### **RECITALS**

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor is a party to that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Gaymar Holding Company, LLC, a Delaware limited liability company, Waterloo Bedding Company, Limited, a corporation amalgamated under the laws of the Province of Ontario, Canada, General Electric Capital Corporation, as Agent, Antares Capital Corporation, as Resigning Agent, and the financial institutions party thereto as Lenders, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of February 14, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee and the other Persons party thereto as Debtors, Grantor has granted to Grantee for the benefit of Grantee and the Secured Creditors a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

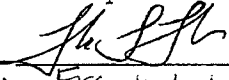
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

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

**GAYMAR INDUSTRIES, INC.,**  
a New York corporation

By:   
Name: Frank L. Lumbard  
Title: CEO

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Carrie Goldfeder  
Its: Duly Authorized Signatory

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**GAYMAR INDUSTRIES, INC.,**  
a New York corporation

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

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
as Collateral Agent

By: Carrie Goldfeder  
Name: Carrie Goldfeder  
Its: Duly Authorized Signatory

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application No.	Application Date	Registration No.	Registration Date
TYMPANY	77203621	06/12/2007	3544387	12/09/2008
PRESSURE PEDIC	78888264	05/19/2006	3217930	03/13/2007
MED-TEMP III	78649015	06/13/2005	3179747	12/05/2006
AIRE-TWIN	78477695	09/02/2004	3099234	05/30/2006
CARE-FREE COMPANION	78443024	06/29/2004	3077674	04/04/2006
JAIRY CHAIR PAID	78207722	01/28/2003	2935532	03/22/2005

**FOREIGN TRADEMARK REGISTRATIONS**

Mark	Country	Registration No.	Registration Date
AIRE.TWIN	Australia	1039716	
GAYMAR	Australia	492076	07/28/88
MEDI-TEMP II	Australia	795660	05/28/99
MEDI-THERM	Australia	795659	05/28/99
GAYMAR	Benelux	452938	09/09/88
T/PUMP	Benelux	450391	09/09/88
MEDI-TEMP II	Brazil	821763156	11/08/05
MEDI-THERM	Brazil	821884000	12/06/05
AIRE.TWIN	Canada	707760	02/19/08
GAYMAR	Canada	366860	03/16/90
T/PUMP	Canada	366858	03/16/90
MEDI-TEMP II	China	1511190	01/21/01
AIRE.TWIN	EU	004268413	02/02/05
MEDI-TEMP II	EU	1285808	08/23/99
MEDI-THERM	EU	1285857	08/23/99
MISC. DESIGN (BUTTERFLY)	EU	1399211	01/23/01
PLEXUS	EU	897405	10/05/01
GAYMAR	France	1,492,175	10/05/88
T/PUMP	France	1,492,176	10/05/88
GAYMAR	Germany	1,148,432	10/24/89
MEDI-TEMP II	Indonesia	462152	01/15/01
MEDI-THERM	Indonesia	461868	01/12/01
GAYMAR	Italy	847271	04/08/91
T/PUMP	Italy	847275	04/08/91

GAYMAR	Japan	2,664,966	05/31/94
MEDI-TEMP II	Japan	4,440,542	12/15/00
MEDI-THERM	Japan	4,456,431	03/02/01
MEDI-THERM	Mexico	623509	09/21/99
AIRE.TWIN	Norway	232773	05/22/06
MEDI-TEMP II	Singapore	T99/07703Z	07/23/99
MEDI-THERM	Singapore	T99/07702A	07/23/99
AIRE.TWIN	Switzerland	50872/2005	03/31/05
MEDI TEMP II	Taiwan	885366	03/16/00
MEDI-THERM	Taiwan	898598	08/01/00
MEDI-THERM	Thailand	Kor121134	06/29/99
GAYMAR	U.K.	1349530	06/28/88
MEDI-THERM	Venezuela	P-226246	02/25/00

### U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
AIRE SELECT	77599658	10/24/2008
RAPR-ROUND	77598030	10/22/2008
MEDI-TEMP	77584954	10/03/2008
TRUTURN ELITE	77406643	02/23/2008
TYMPANI	77203837	06/12/2007

### FOREIGN TRADEMARK APPLICATIONS

Mark	Country	Application No.	Application Date
RAPR.ROUND and Design	Australia	1270559	11/05/08
CLINI-DYNE	Canada	1,416,733	10/31/08
ISOFLEX	Canada	1,302,572	05/23/06
MEDI-TEMP	Canada	1,413,851	10/08/08
MEDI-TEMP III	Canada	1,393,911	05/02/08
RAPR.ROUND and Design	Canada	1,417,784	11/10/08
T→DIRECT Design	Canada	1,409,609	09/05/08
T→DIRECT SLIPPER Design	Canada	1,409,609	09/05/08
YOUR PATIENTS. OUR COMMITMENT.	Canada	1,400,296	06/19/08
GAYMAR	China	6257257	10/15/07
MEDI-THERM	China		Mailed as of 03/25/09
AIRE SELECT	EU	007367832	11/04/08
RAPR.ROUND and Design	EU	007366801	11/04/08
T→DIRECT Design	EU	007216682	09/05/08
T→DIRECT SLIPPER Design	EU	007216823	09/05/08



CLINI-DYNE	U.K.	2501415	10/31/08
MEDI-TEMP II	Venezuela	1999-012916	7/29/99

TRADEMARK LICENSES

<b>Licensed Marks</b>	<b>Name of Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
2,363,628 (Intelli-gel)	License Agreement	EdiZONE, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97
2,472,763 ("Gelastix")	License Agreement	EdiZONE, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97
75/873,779 ("Goooz") (application abandoned)	License Agreement	EdiZONE, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97