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4/2/2009 12:54:21 PM PAGE 4/010 Fax Server

TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/01/2009
900130686

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment No. 1 to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero Products International, Inc.		04/01/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	201 Merritt 7, 6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77308361	THE ORIGINAL AEROBED	
Serial Number:	77188998	WHOOSH	
Serial Number:	77179262	THE AEROBED	
Serial Number:	77498519	SMART SETTINGS	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-993-2638		
Email:	alison.froebel-lunn@lw.com		
Correspondent Name:	Alison Froebel		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	034890-0017		
NAME OF SUBMITTER:	Alison Froebel		

CORRECTION

CH \$115.00 77308361

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TO:ALISON FROEBEL COMPANY:233 S. WACKER DRIVE, SUITE 5800

Signature:	/s/
Date:	04/01/2009
Total Attachments: 5 source=Aero - Amendment No. 1 to Trademark Security Agreement#page1.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page2.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page3.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page4.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page5.tif	

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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	201 Merritt 7, 6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	08856		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77308361	THE ORIGINAL AEROBED	
Serial Number:	77188998	WHOOSH	
Serial Number:	77179262	THE AEROBED	
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Phone:	312-993-2638		
Email:	alison.froebel-lunn@lw.com		
Correspondent Name:	Allison Froebel		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	034890-0017		
NAME OF SUBMITTER:	Allison Froebel		

CH \$115.00 77308361

TRADEMARK
REEL: 003964 FRAME: 0515

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TO:ALISON FROEBEL COMPANY:233 S. WACKER DRIVE, SUITE 5800

Signature:	/af/
Date:	04/01/2009
Total Attachments: 5 source=Aero - Amendment No. 1 to Trademark Security Agreement#page1.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page2.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page3.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page4.tif source=Aero - Amendment No. 1 to Trademark Security Agreement#page5.tif	

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of April 1, 2009, is entered into between Aero Products International, Inc., a Florida corporation ("Grantor"), and General Electric Capital Corporation, as Administrative Agent ("Agent"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of April 3, 2007, effective April 4, 2007 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on April 6, 2007 at Reel 003516, Frame 0865.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. Schedule I appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AERO PRODUCTS INTERNATIONAL, INC.

By: Theodore J. Eischeid
Name: Theodore J. Eischeid
Title: Senior Vice President & Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

CFN1042084

[Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AERO PRODUCTS INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Garrett T. Hall
Name: Garrett T. Hall
Title: Duly authorized signatory

SCHEDULE A

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
The Original Acrobed	77-308361	10/19/07
Whoosh	77-188998	5/23/07
The Acrobed	77-179262	5/11/07
Smart Settings	77-498519	6/13/08

CHI1042084.3

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TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

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WITNESSETH:

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WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. Schedule I appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

CH1042084.3

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TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

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TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AERO PRODUCTS INTERNATIONAL, INC.

By: *Theodore J. Eschold*
Name: Theodore J. Eschold
Title: Senior Vice President & Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

CFR1042064

[Amendment No. 1 to Trademark Security Agreement]

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TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AERO PRODUCTS INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: *Conrad T. Hall*
Name: Conrad T. Hall
Title: Duly authorized signatory

C001042334

[Amendment No. 1 to Trademark Security Agreement]

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TO:ALISON FROEBEL COMPANY:233 S. WACKER DRIVE, SUITE 5800

§3.31(A)(8).

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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TO: ALISON FROEBEL COMPANY: 233 S. WACKER DRIVE, SUITE 5800



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: ALISON FROEBEL
 Company: 233 S. WACKER DRIVE, SUITE 5800
 Fax Number: 13129939767
 Voice Phone:

From: Name: ASSIGNMENT SERVICES BRANCH
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	943.TXT
4	Document 1, Batch 1617433
6	Document 2, Batch 1617433

Date and time of transmission: Thursday, April 02, 2009 12:54:06 PM
 Number of pages including this cover sheet: 10