

GFI TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg./Appln No.</u>	<u>Reg./Filing Date</u>
ALTEX	U.S.	1,121,915	July 10, 1979
BARRIERBOND	U.S.	2,104,229	October 7, 1997
BERBER-MATE	U.S.	1,994,115	August 13, 1996
BLACK DIAMOND	U.S.	2,059,944	May 6, 1997
COMFORTWEAR	Argentina	1,532,216	July 29, 1994
COMFORTWEAR	Brazil	817719989	October 1, 1996
COMFORTWEAR	Canada	455791	March 22, 1996
COMFORTWEAR	Mexico	467724	July 26, 1994
COMFORTWEAR	U.S.	1,897,031	May 30, 1995
COMFORTWEAR*	Venezuela*	4774/94*	April 15, 1994*
COMFORTWEAR & DESIGN	Argentina	1,532,217	July 19, 1994
COMFORTWEAR & DESIGN	Brazil	817719997	October 1, 1996
COMFORTWEAR & DESIGN	Canada	457713	May 24, 1996
COMFORTWEAR & DESIGN	Mexico	472171	September 2, 1994
COMFORTEAR & DESIGN	U.S.	1,897,032	May 30, 1995
COMFORTWEAR & DESIGN	Venezuela	4775/94*	April 15, 1994*

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CRUSH PROTECTOR	U.S.	2,061,118	May 13, 1997
DERBY	Canada	191235	May 25, 1973
F FOCUS & DESIGN	U.S.	1,391,691	April 29, 1986
FOCUS	U.S.	1,388,883	March 18, 1986
GENERAL FELT INDUSTRIES	U.S.	1,512,344	November 15, 1988
GFI	U.S.	1,206,771	August 31, 1982
GFI PLUS DESIGN	U.S.	1,206,770	August 31, 1982
LIFE (stylized)	U.S.	1,059,971	February 22, 1977
LUXURYBOND	U.S.	2,063,085	May 20, 1997
MASTERBOND	U.S.	2,050,857	April 8, 1997
MATRIX	U.S.	1,156,484	June 2, 1981
NSC	U.S.	1,119,876	June 12, 1979
NSC (stylized)	U.S.	1,119,904	June 12, 1979
NZX	U.S.	1,145,505	January 6, 1981
NZX (stylized)	U.S.	1,148,063	March 3, 1981
PLUSH LIFE	U.S.	2,104,234	October 7, 1997
PLUSHSTEP	U.S.	2,047,806	March 25, 1997
RUB-TEX	U.S.	614,585	October 18, 1995
RUBBER-LOC	U.S.	964,238	July 17, 1973
RUBBER-STEP	U.S.	560,786	July 1, 1952

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SOFTTOUCH	U.S.	2,003,353	May 20, 1997
TOP FLITE	Canada	189335	March 16, 1973
WHAT EVERY CARPET SHOULD WEAR	Canada	457712	May 24, 1996
WHAT EVERY CARPET SHOULD WEAR	U.S.	1,949,448	January 16, 1996

*denotes pending application

**INSTRUMENT OF RELEASE
OF GFI SECURITY AGREEMENT
AND GFI COLLATERAL ASSIGNMENT**

This INSTRUMENT OF RELEASE, is entered into as of February 27, 1998, by State Street Bank and Trust Company as successor to Fleet National Bank (formerly known as Shawmut Bank, N.A.) (the "Trustee") in favor of Foamex L.P., a Delaware limited partnership ("Foamex"), Foamex Capital Corporation, a Delaware corporation wholly-owned by Foamex ("FCC"; Foamex and FCC collectively referred to as the "Issuers"), Foamex International Inc., a Delaware corporation ("FII"), and General Felt Industries, Inc., a Delaware corporation wholly-owned by Foamex ("GFI"), pursuant to the terms of the Indenture (as defined below).

WHEREAS, Foamex, FCC, GFI, FII and the Trustee executed an indenture, dated as of June 3, 1993, as amended by the First Supplemental Indenture, dated November 18, 1993, by the Second Supplemental Indenture, dated December 14, 1993, by the Third Supplemental Indenture, dated August 1, 1996, and by the Fourth Supplemental Indenture, dated May 28, 1997 (as amended, the "Indenture"), relating to the Issuers' 9-1/2 % Senior Secured Notes due 2000;

WHEREAS, Certain assets of the Issuers and GFI have been pledged to secure the Obligations arising under the Indenture, pursuant to the Collateral Documents, including, without limitation, the Subsidiary Security Agreement, dated as of June 3, 1993, by GFI in favor of the Trustee, as amended by Amendment No. 1 to Subsidiary Security Agreement, dated as of June 12, 1997 and supplements thereto (the "GFI Security Agreement"), and the Collateral Assignment of Patents and Trademarks, dated as of June 3, 1993, by GFI in favor of the Trustee, as amended by Amendment No. 1 to Collateral Assignment of Patents and Trademarks, dated as of June 12, 1997 and supplements thereto (the "GFI Collateral Assignment");

WHEREAS, the Trustee, in its capacity as trustee under the Indenture, is party to that certain Senior Secured Intercreditor Agreement, dated as of June 12, 1997, by and among The Bank of Nova Scotia, Citicorp USA, Inc. and the Trustee (the "Senior Secured Intercreditor Agreement") relating to certain Shared Collateral (as such term is defined in the Senior Secured Intercreditor Agreement);

WHEREAS, Foamex, and Foamex Carpet Cushion, Inc. entered into an Asset Purchase Agreement, dated as of February 27, 1998, relating to the sale by GFI of substantially all of its assets (the "Carpet Cushion Agreement");

WHEREAS, certain of the Purchased Assets (as such term is defined in the Carpet Cushion Agreement) are subject to the

Section 2.2. Headings. The article and section headings herein are for convenience only and shall not effect the construction hereof.

Section 2.3. Successors and Assigns. This Instrument of Release shall be binding upon the Trustee and its successors and assigns.

Section 2.4. Governing Law. THIS INSTRUMENT OF RELEASE, SHALL BE DEEMED TO BE A CONTRACT UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE.

Section 2.5. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Indenture.

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IN WITNESS WHEREOF, the Trustee has caused this Instrument of Release to be executed by its duly authorized representative as of the date hereof.

ATTEST:

STATE STREET BANK AND TRUST
COMPANY, as Trustee

Arthur J. MacDonald

By: 

Name: *Sandy Hamarr Coby*
Title: *Vice President*

Commonwealth of Massachusetts

COUNTY OF *Suffolk* : SS:

BEFORE ME, the undersigned, a Notary Public in and for said State and County, on this day personally appeared *Sandy L. Cody*, *Vice President* of STATE STREET BANK AND TRUST COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said bank and that he executed the same as the act of such bank for the purposes and consideration therein expressed and in the capacity therein stated.

Dated February *27*, 1998

Rose Marie Mogauro
Notary Public, State of _____
Printed Name:

My Commission Expires:

ROSE MARIE MOGAURO
Notary Public
My Commission Expires January 14, 2005