

med 3/25/99

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/9)

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03-29-1999

U.S. DEPARTMENT OF Patent and Trademark



Tab settings 3.25.99

To the Honorable Commissioner of Patents and Trademarks

100995413

original documents or copy thereof.

1. Name of conveying party(ies):
Sleepmaster L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 26, 1999

2. Name and address of receiving

FIRST SOURCE FINANCIAL LLP, as Agent

Street Address : 2850 W. Golf Road - 5th Floor

City: Rolling Meadows State: IL Zip: 60008

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State Illinois

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
409,026 638,767 651,481 656,441
668,680 1,100,213

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Federal Research Corp

Internal Address:

Street Address:

400 Seventh St NW
Suite 101

City:

Washington State: DC ZIP: 20004

6. Total number of applications and registrations

6

7. Total fee (37 CFR 3.41)

\$

165.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/26/1999 DNGUYEN 00000104 409026

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
125.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy Butke
Name of Person

Nancy Butke
Signature

3/8/99
Date

Total number of pages including cover sheet, attachments, and

11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1874 FRAME: 0919

**AMENDED AND RESTATED AGREEMENT
(TRADEMARK)**

THIS AMENDED AND RESTATED AGREEMENT (TRADEMARK), dated as of February 26, 1999 (herein, as the same may be amended, restated, supplemented or otherwise modified and in effect, called the "**Agreement**"), by and between **SLEEPMASTER L.L.C.**, a New Jersey limited liability company ("**Grantor**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership ("**FSFP**"), in its capacity as agent (FSFP, in such capacity, "**Agent**") for itself, each of the other "**Lenders**" and "**Issuing Lender**" (as such terms are defined in the Secured Credit Agreement referred to below).

BACKGROUND:

1. Grantor and FSFP have previously entered into that certain Secured Credit Agreement dated as of November 15, 1996 (such Secured Credit Agreement being hereinafter referred to as the "**Original Secured Credit Agreement**").

2. Pursuant to the Original Secured Credit Agreement, Grantor executed and delivered in favor of FSFP that certain Security Agreement dated as of November 15, 1996 (the "**Original Security Agreement**").

3. Pursuant to the Original Secured Credit Agreement, Grantor executed and delivered in favor of FSFP that certain Agreement (Trademark) dated as of November 15, 1996 (the "**Original Agreement (Trademark)**").

4. Grantor, **PALM BEACH BEDDING COMPANY**, a Florida corporation ("**PBBC**") (Grantor and PBBC being sometimes hereinafter referred to individually as an "**Existing Borrower**" and collectively as "**Existing Borrowers**"), Grantor in its capacity as borrowing agent for itself and PBBC ("**Existing Borrowing Agent**"), Agent, Lenders and **LASALLE NATIONAL BANK**, a national banking association ("**LaSalle**"), in its capacity as issuer of the Letters of Credit (LaSalle, in such capacity, "**Issuing Lender**") have previously entered into that certain Amended and Restated Secured Credit Agreement dated March 3, 1998 (such Amended and Restated Secured Credit Agreement being hereinafter referred to as the "**Existing Secured Credit Agreement**"), in order, among other things, to: (a) amend and restate the Original Secured Credit Agreement in its entirety; (b) join Agent, Issuing Lender, PBBC and Borrowing Agent, respectively, as parties thereto; (c) evidence the assignment by FSFP to Agent for the benefit of Agent and Lenders of (i) all Liens granted to FSFP under each of the Related Documents and (ii) all of FSFP's rights and remedies thereunder in its respective capacities as secured party, grantee, mortgagee, beneficiary, assignee and each other capacity, if any, in which FSFP was granted Liens on any real or personal property of Grantor or any other Person as security for all or any of the Original Liabilities; (d) re-evidence, ratify and reaffirm the Original Liabilities which

Liabilities shall be repayable hereafter in accordance with the respective terms and provisions of the Secured Credit Agreement and (e) set forth the terms and conditions under which Agent, Lenders and Issuing Lender will from time to time hereafter make further loans or extensions of credit, as the case may be, to or for the account of the respective Existing Borrowers.

5. Pursuant to the Existing Secured Credit Agreement, Existing Borrowers executed and delivered in favor of FSFP that certain Amended and Restated Security Agreement dated as of March 3, 1998 (the "**Existing Security Agreement**") in order, among other things, to (a) amend and restate the Original Security Agreement in its entirety (b) join PBBC and Existing Borrowing Agent as parties thereto, and (c) evidence the assignment by FSFP to Agent, for the benefit of Agent and Lenders, of (i) all Liens granted to FSFP under the Original Security Agreement and (ii) all of FSFP's rights and remedies thereunder in its respective capacities as secured party, grantee, assignee and each other similar capacity, if any, thereunder.

6. Existing Borrowers, **LOWER ROAD ASSOCIATES, LLC**, a New Jersey limited liability company ("**LRA**") and **HERR MANUFACTURING COMPANY**, a Pennsylvania corporation ("**Herr**") (Existing Borrowers, LRA and Herr being sometimes hereinafter referred to individually as a "**Borrower**" and collectively as "**Borrowers**"), Grantor in its capacity as borrowing agent for itself as a Borrower and all other Borrowers (Grantor, in such capacity, being sometimes referred to as "**Borrowing Agent**"), Agent, Lenders and Issuing Lender have agreed to enter into a certain Second Amended and Restated Secured Credit Agreement of even date herewith (herein, as the same from time to time further may be amended, restated, supplemented or otherwise modified, called the "**Secured Credit Agreement**"), in order, among other things, to: (a) amend and restate the Existing Secured Credit Agreement in its entirety; (b) re-evidence, ratify and reaffirm the Existing Liabilities (as such term is defined in the Secured Credit Agreement) which shall be repayable hereafter in accordance with the respective terms and provisions of the Secured Credit Agreement and (c) set forth the terms and conditions under which Agent, Lenders and Issuing Lender will from time to time hereafter make further loans or extensions of credit, as the case may be, to or for the account of the respective Borrowers.

7. In connection with the Secured Credit Agreement, Borrowers, Borrowing Agent and Agent has executed and delivered a Second Amended and Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, called the "**Security Agreement**") in order, among other things, to (a) amend and restate the Existing Security Agreement in its entirety and (b) join LRA and Herr as parties thereto.

8. In connection with the Secured Credit Agreement, Grantor and Agent have agreed to enter into this Agreement in order, among other things, to (a) amend and restate the Original Agreement (Trademark) in its entirety and (b) evidence the assignment by FSFP to Agent for the benefit of Agent and Lenders of (i) all Liens

granted to FSFP under the Original Agreement (Trademark) and (ii) all of FSFP's rights and remedies thereunder in its respective capacities as secured party, grantee, assignee and each other similar capacity, if any, thereunder.

9. It is the intention of Grantor and Agent that this Agreement not constitute a novation.

10. It is a condition precedent to the making of the further Loans and other financial accommodations contemplated by the Secured Credit Agreement that Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1A. Amendment and Restatement of Original Agreement (Trademark); No Novation. Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of Grantor set forth herein, in the Secured Credit Agreement and in the other Related Documents, effective as of the date hereof, the Original Agreement (Trademark) is hereby amended and restated in its entirety and, from and after the date hereof, all references herein to "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Original Agreement (Trademark), as amended hereby.

SECTION 1B. Assignment to Agent. Subject to the terms and conditions of this Agreement and the Secured Credit Agreement and in reliance upon the representations and warranties of Grantor set forth herein, in the Secured Credit Agreement and in the other Related Documents, effective as of March 3, 1998, (a) FSFP hereby assigns and delegates to Agent for the benefit of Agent, Lenders and Issuing Lender (i) all Liens granted to FSFP under the Original Agreement (Trademark) and (ii) all of FSFP's respective rights, remedies, duties and other obligations under this Agreement in its respective capacities as a secured party, grantee, assignee and all other similar capacities; (b) Agent hereby accepts such assignment and delegation and hereby assumes all of such duties and other obligations; and (c) Grantor hereby acknowledges such assignment, delegation and assumption and agrees that such assignment, delegation and assumption shall not affect in any way any or all of such Liens, all of which remain and shall continue in full force and effect and each of which are hereby ratified and reaffirmed in all respects. From and after March 3, 1998 Agent shall have the same rights, benefits and obligations in such capacities under this Agreement as if it were the original secured party, grantee, assignee or other lienholder, as the case may be, hereunder.

SECTION 2. 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 Security Agreement.

SECTION 3. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Grantor does hereby mortgage, pledge and grant to Agent, for the benefit of Agent, Lenders and Issuing Lender, a continuing Lien on all of the following property of Grantor (the "**Trademark Collateral**"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent, for the benefit of Agent, Lenders and Issuing Lender, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent, Lenders and Issuing Lender under the Security Agreement. The

Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities then due and payable and the termination of all Commitments, Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 6. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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.


SLEEPMASTER L.L.C., a New Jersey limited liability company

By: 
James P. Koscica
Executive Vice President

2001 Lower Road
Linden, New Jersey 07036-6520
Attention: Manager
TEL 908/381-5000
FAX 908/381-4455

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, individually and as Agent

By: First Source Financial, Inc.,
a Delaware corporation, its
Agent/Manager

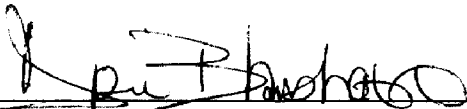
By: 
Robert M. Coseo
Senior Vice President

c/o First Source Financial, Inc.
2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008
Attention: Contract Administration
TEL 847/734-2000
FAX 847/734-7910

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

I, April Blanshaft, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that James P. Koscica personally known to me to be the Executive Vice President of SLEEPMASTER L.L.C., a New Jersey limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Executive Vice President of said limited liability company, pursuant to authority, given by the members of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of February, 1999.



Notary Public

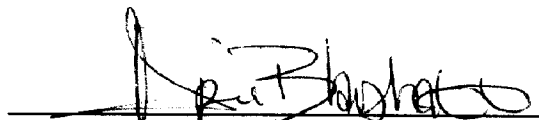
My Commission Expires:

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2001

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, April Blanshaft, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Robert M. Coseo, personally known to me to be a Senior Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of February, 1999


Notary Public

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

My Commission Expires:

Item A. Trademarks

Registered Trademarks

<u>* Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	SLEEPMASTER (STYLIZED)	409,026	9/12/44
U.S.A.	ORTHOFOAM (STYLIZED)	638,767	12/18/56
U.S.A.	POSTURE- MASTER	651,481	9/10/57
U.S.A.	STYLEMASTER	656,441	12/31/57
U.S.A.	ZEPHYR	668,680	10/21/58
U.S.A.	STACKMASTER	1,100,213	8/22/78

Pending Trademark Applications

<u>* Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NONE.			

Trademark Applications in Preparation

<u>* Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE.				

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

Item B. Trademark Licenses

1. License Agreement dated January 12, 1995 between Sleepmaster L.L.C. and Serta, Inc., covering certain territories in Northern New Jersey, New York and Connecticut, as amended.

2. License Agreement dated January 12, 1995 between Sleepmaster L.L.C. and Serta, Inc., covering certain territories in Pennsylvania, New Jersey, Maryland and Delaware, as amended.