

04-18-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

FINANCE RECORDATION FORM TRADEMARK



DEPARTMENT OF COMMERCE Trademark Office

Tab settings

102059274

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Foamex L.P.

4-3-02

- Individual(s), General Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution date: March 25, 2002

2. Name and address of receiving party(ies):

Name: Citicorp, USA, Inc. (as "Collateral Agent")

Internal Address:

Street Address: 388 Greenwich Street, 19th Floor

City: New York State: NY Zip: 10013

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional number(s) attached Yes No

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

Name: Lester Szeto

Internal Address: Weil, Gotshal & Manges LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:

119

7. Total fee (37 CFR 3.41): \$ 2990.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

DO NOT USE THIS SPACE

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.

Phyllis Eremitaggio Name of Person Signing

Phyllis Eremitaggio Signature

April 3, 2002 Date

Total number of pages including cover sheet, attachments, and document: 14

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

04/17/2002 6TOM11 00000056 230800 934746

01 FC:481 40.00 CH 02 FC:482 2950.00 CH

NY1:1097472\01\N\$TC01\DOC\35899.0069

TRADEMARK REEL: 002486 FRAME: 0438

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

# Registered Trademarks

| Country                  | Trademark Name                 | Registration No. | Registration Date | Owner       |
|--------------------------|--------------------------------|------------------|-------------------|-------------|
| United States of America | AFONIC                         | 934746           | 30-May-72         | Foamex L.P. |
| United States of America | ACQUELL                        | 959603           | 29-May-73         | Foamex L.P. |
| United States of America | ANATOMIC SLEEP SUPPORT SURFACE | 2177233          | 28-Jul-98         | Foamex L.P. |
| United States of America | AQUAZONE                       | 2158721          | 19-May-98         | Foamex L.P. |
| United States of America | BODY ZONE                      | 1797017          | 5-Oct-93          | Foamex L.P. |
| United States of America | CHAMBER TECHNOLOGY & Design    | 2354599          | 6-Jun-00          | Foamex L.P. |
| United States of America | CLOUDFOAM                      | 736946           | 4-Sep-62          | Foamex L.P. |
| United States of America | COMFORT CLINIC                 | 1841861          | 28-Jun-94         | Foamex L.P. |
| United States of America | COMFORT SLEEPER                | 1900671          | 20-Jun-95         | Foamex L.P. |
| United States of America | COMFORT SLEEPER & Design       | 1371327          | 19-Nov-85         | Foamex L.P. |
| United States of America | COMFORT STYLES                 | 2214894          | 29-Dec-98         | Foamex L.P. |
| United States of America | CPC                            | 2410408          | 5-Dec-00          | Foamex L.P. |
| United States of America | CUSTOMFIT                      | 1926941          | 17-Oct-95         | Foamex L.P. |
| United States of America | DREAM CONCEPTS                 | 1516407          | 13-Dec-88         | Foamex L.P. |
| United States of America | DREAM REST                     | 1935445          | 14-Nov-95         | Foamex L.P. |
| United States of America | DREAM SLEEPER                  | 2088085          | 12-Aug-97         | Foamex L.P. |
| United States of America | DRI-FAST                       | 1456545          | 8-Sep-87          | Foamex L.P. |
| United States of America | ENVIRO-CURE                    | 1832201          | 19-Apr-94         | Foamex L.P. |
| United States of America | EVA-DRI                        | 1360538          | 17-Sep-85         | Foamex L.P. |
| United States of America | FLOORTEX (Stylized)            | 108023           | 11-Jan-16         | Foamex L.P. |
| United States of America | FOAMEX                         | 632455           | 14-Aug-56         | Foamex L.P. |
| United States of America | FOAMEX                         | 414598           | 19-Jun-45         | Foamex L.P. |
| United States of America | FOAMEX & Design                | 2333347          | 21-Mar-00         | Foamex L.P. |
| United States of America | FOAMEX & Design                | 2364439          | 4-Jul-00          | Foamex L.P. |
| United States of America | FORMACELL                      | 2272225          | 24-Aug-99         | Foamex L.P. |
| United States of America | FORMALUX                       | 2241728          | 27-Apr-99         | Foamex L.P. |
| United States of America | GFC                            | 818086           | 8-Nov-66          | Foamex L.P. |

# Registered Trademarks

| Country                  | Trademark Name         | Registration No. | Registration Date | Owner       |
|--------------------------|------------------------|------------------|-------------------|-------------|
| United States of America | GFC                    | 1415114          | 28-Oct-86         | Foamex L.P. |
| United States of America | GFC & Design           | 1394425          | 20-May-86         | Foamex L.P. |
| United States of America | HEXAGUARD              | 2032517          | 21-Jan-97         | Foamex L.P. |
| United States of America | HYFONIC I              | 1570939          | 12-Dec-89         | Foamex L.P. |
| United States of America | MAXI-COMFORT           | 1951304          | 23-Jan-96         | Foamex L.P. |
| United States of America | NEXOL                  | 2170352          | 30-Jun-98         | Foamex L.P. |
| United States of America | OMNIPLUS               | 1219973          | 14-Dec-82         | Foamex L.P. |
| United States of America | POLYFOAM               | 628471           | 12-Jun-56         | Foamex L.P. |
| United States of America | POWERBOND 200          | 2104014          | 7-Oct-97          | Foamex L.P. |
| United States of America | POWERTHANE             | 2298501          | 7-Dec-99          | Foamex L.P. |
| United States of America | PROTECTAIR             | 1016884          | 29-Jul-75         | Foamex L.P. |
| United States of America | PYRELL                 | 928907           | 15-Feb-72         | Foamex L.P. |
| United States of America | PYROCUSHION            | 1394867          | 27-May-86         | Foamex L.P. |
| United States of America | REFLEX                 | 2129337          | 13-Jan-98         | Foamex L.P. |
| United States of America | REFLEX CORE            | 2508035          | 13-Nov-01         | Foamex L.P. |
| United States of America | REFLEX HR              | 2483503          | 28-Aug-01         | Foamex L.P. |
| United States of America | REFLEX WRAP            | 2505496          | 6-Nov-01          | Foamex L.P. |
| United States of America | RETIX                  | 2474802          | 7-Aug-01          | Foamex L.P. |
| United States of America | SHAPING THINGS TO COME | 2091360          | 26-Aug-97         | Foamex L.P. |
| United States of America | SIF                    | 1151039          | 14-Apr-81         | Foamex L.P. |
| United States of America | SIF FELT               | 1676775          | 25-Feb-92         | Foamex L.P. |
| United States of America | SINGLE-CELL (Design)   | 961172           | 19-Jun-73         | Foamex L.P. |
| United States of America | SLEEP SOLUTIONS        | 2226404          | 23-Feb-99         | Foamex L.P. |
| United States of America | SLEEP TESTED & Design  | 1974192          | 14-May-96         | Foamex L.P. |
| United States of America | SMT                    | 2027420          | 31-Dec-96         | Foamex L.P. |
| United States of America | SONATEK                | 1455317          | 1-Sep-87          | Foamex L.P. |
| United States of America | SPECTRUM               | 2478263          | 14-Aug-01         | Foamex L.P. |
| United States of America | SPORT FLEX             | 1226057          | 1-Feb-83          | Foamex L.P. |

# Registered Trademarks

| Country                  | Trademark Name          | Registration No. | Registration Date | Owner                     |
|--------------------------|-------------------------|------------------|-------------------|---------------------------|
| United States of America | STAT-SAFE               | 1789403          | 24-Aug-93         | Foamex L.P.               |
| United States of America | THERASLEEP              | 2094103          | 9-Sep-97          | Foamex L.P.               |
| United States of America | ULTIMA SIX & Design     | 1499564          | 9-Aug-88          | Foamex L.P.               |
| United States of America | ULTRA-MAX BY CRAIN      | 1253759          | 11-Oct-83         | Foamex L.P.               |
| United States of America | VELVE                   | 1022669          | 14-Oct-75         | Foamex L.P.               |
| United States of America | VERTIFOAM               | 1414737          | 28-Oct-86         | Foamex L.P.               |
| United States of America | VITALITY                | 2094468          | 9-Sep-97          | Foamex L.P.               |
| United States of America | BARRIERBOND             | 2104229          | 7-Oct-97          | Foamex Carpet Cushion LLC |
| United States of America | BERBER-MATE             | 1994115          | 13-Aug-96         | Foamex Carpet Cushion LLC |
| United States of America | BLACK DIAMOND           | 2059944          | 6-May-97          | Foamex Carpet Cushion LLC |
| United States of America | COMFORTGARD             | 2358687          | 13-Jun-00         | Foamex Carpet Cushion LLC |
| United States of America | COMFORTWEAR             | 1897031          | 30-May-95         | Foamex Carpet Cushion LLC |
| United States of America | COMFORTWEAR & Design    | 1897032          | 30-May-95         | Foamex Carpet Cushion LLC |
| United States of America | CRUSH PROTECTOR         | 2061118          | 13-May-97         | Foamex Carpet Cushion LLC |
| United States of America | F FOCUS & Design        | 1391691          | 29-Apr-86         | Foamex Carpet Cushion LLC |
| United States of America | FOCUS                   | 1386883          | 18-Mar-86         | Foamex Carpet Cushion LLC |
| United States of America | GENERAL FELT INDUSTRIES | 1512844          | 15-Nov-88         | Foamex Carpet Cushion LLC |
| United States of America | GFI & Design            | 1206771          | 31-Aug-82         | Foamex Carpet Cushion LLC |
| United States of America | GFI & Design            | 1206770          | 31-Aug-82         | Foamex Carpet Cushion LLC |
| United States of America | LAMI-MATE               | 2349697          | 16-May-00         | Foamex Carpet Cushion LLC |
| United States of America | LUXURYBOND              | 2063085          | 20-May-97         | Foamex Carpet Cushion LLC |
| United States of America | MASTERBOND              | 2050857          | 8-Apr-97          | Foamex Carpet Cushion LLC |
| United States of America | MATRIX                  | 1156484          | 2-Jun-81          | Foamex Carpet Cushion LLC |
| United States of America | NZX                     | 1145505          | 6-Jan-81          | Foamex Carpet Cushion LLC |
| United States of America | NZX (Stylized)          | 1148063          | 3-Mar-81          | Foamex Carpet Cushion LLC |
| United States of America | PLUSH LIFE              | 2104234          | 7-Oct-97          | Foamex Carpet Cushion LLC |
| United States of America | PLUSHMATE               | 2331050          | 21-Mar-00         | Foamex Carpet Cushion LLC |
| United States of America | PLUSHSTEP               | 2047806          | 25-Mar-97         | Foamex Carpet Cushion LLC |

# Registered Trademarks

| Country                  | Trademark Name | Registration No. | Registration Date | Owner                     |
|--------------------------|----------------|------------------|-------------------|---------------------------|
| United States of America | RUBBER-LOC     | 964238           | 17-Jul-73         | Foamex Carpet Cushion LLC |
| United States of America | RUBBER-STEP    | 560786           | 1-Jul-52          | Foamex Carpet Cushion LLC |
| United States of America | RUB-TEX        | 614585           | 18-Oct-55         | Foamex Carpet Cushion LLC |
| United States of America | SOFTTOUCH      | 2063353          | 20-May-97         | Foamex Carpet Cushion LLC |
| United States of America | SPILL TRAP     | 2402718          | 7-Nov-00          | Foamex Carpet Cushion LLC |

# Pending Trademark Applications

| Country                  | Trademark Name               | Application No. | Filing Date | Owner                     |
|--------------------------|------------------------------|-----------------|-------------|---------------------------|
| United States of America | AEROFONIC                    | 78/103881       | 21-Jan-02   | Foamex L.P.               |
| United States of America | ARESTO                       | 78/103883       | 21-Jan-02   | Foamex L.P.               |
| United States of America | BASELINE DESIGN              | 76/052462       | 19-May-00   | Foamex L.P.               |
| United States of America | CELLULON                     | 78/092734       | 12-Nov-01   | Foamex L.P.               |
| United States of America | DRYNAMIC                     | 78/072867       | 9-Jul-01    | Foamex L.P.               |
| United States of America | FEATHER FOAM                 | 78/098228       | 13-Dec-01   | Foamex L.P.               |
| United States of America | FOAMEX & Design              | 76/063081       | 5-Jun-00    | Foamex L.P.               |
| United States of America | FOAMEX and Design            | 75/747342       | 22-Jun-99   | Foamex L.P.               |
| United States of America | HYCEL                        | 78/084545       | 19-Sep-01   | Foamex L.P.               |
| United States of America | INSTANT KING                 | 78/090410       | 26-Oct-01   | Foamex L.P.               |
| United States of America | OFFICE CLUB                  | 76/176304       | 6-Dec-00    | Foamex L.P.               |
| United States of America | PILLOW-FLEX                  | 78/071064       | 26-Jun-01   | Foamex L.P.               |
| United States of America | PILLOW FLEX & Design         | 78/084323       | 18-Sep-01   | Foamex L.P.               |
| United States of America | PILO-FLEX                    | 78/071260       | 27-Jun-01   | Foamex L.P.               |
| United States of America | QUILTFLEX                    | 76/102090       | 2-Aug-00    | Foamex L.P.               |
| United States of America | QYLITE                       | 76/157145       | 31-Oct-00   | Foamex L.P.               |
| United States of America | REFLEX                       | 78/097514       | 10-Dec-01   | Foamex L.P.               |
| United States of America | REFLEX FIL                   | 75/895699       | 12-Jan-00   | Foamex L.P.               |
| United States of America | REFLEX MR                    | 75/592788       | 20-Nov-98   | Foamex L.P.               |
| United States of America | RESILITEX                    | 78/098226       | 13-Dec-01   | Foamex L.P.               |
| United States of America | RTU                          | 78/098224       | 13-Dec-01   | Foamex L.P.               |
| United States of America | SCOTTFELT                    | 76/221286       | 7-Mar-01    | Foamex L.P.               |
| United States of America | SENSUS                       | 78/067443       | 5-Jun-01    | Foamex L.P.               |
| United States of America | SPECTROSEAL                  | 75/929997       | 7-Feb-00    | Foamex L.P.               |
| United States of America | SPECTROSEAL                  | 76/172528       | 29-Nov-00   | Foamex L.P.               |
| United States of America | SUITES                       | 76/063082       | 5-Jun-00    | Foamex L.P.               |
| United States of America | ULTRAPLUSH                   | 76/126223       | 12-Sep-00   | Foamex L.P.               |
| United States of America | ADDING COMFORT TO EVERY STEP | 76/196207       | 18-Jan-01   | Foamex Carpet Cushion LLC |
| United States of America | DOUBLESET                    | 78/101660       | 9-Jan-02    | Foamex Carpet Cushion LLC |

# Pending Trademark Applications

| Country                  | Trademark Name | Application No. | Filing Date | Owner                     |
|--------------------------|----------------|-----------------|-------------|---------------------------|
| United States of America | HUSHSTEP       | 76/063083       | 5-Jun-00    | Foamex Carpet Cushion LLC |
| United States of America | PASSION        | 76/196206       | 18-Jan-01   | Foamex Carpet Cushion LLC |



## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 25, 2002, by FOAMEN L.P. (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 12, 1997, as amended and restated as of February 27, 1998, as further amended and restated as of June 29, 1999 and as further amended and restated as of March 25, 2002 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") entered into among the Borrower, FMXI, Inc., a Delaware corporation and the managing general partner of the Borrower ("*FMXI*"), the financial institutions from time to time party thereto as lenders (the "*Lenders*"), the financial institutions from time to time party thereto as issuing banks (the "*Issuing Banks*"), Citicorp USA, Inc., a Delaware corporation ("*Citicorp*"), in its capacities as the administrative agent and the collateral agent for the Lenders and the Issuing Banks thereunder (in such capacities, the "*Administrative Agent*" and the "*Collateral Agent*," respectively) and The Bank of Nova Scotia, in its capacities as syndication agent and funding agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

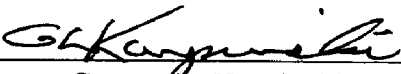
[signature page follows]

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

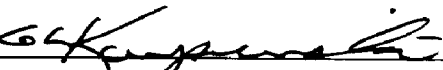
Very truly yours,

FOAMEX L.P.

By FMXI, Inc.  
its Managing General Partner


By:   
Name: George L. Karpinski  
Title: Vice President

FOAMEX CARPET CUSHION LLC

By:   
Name: George L. Karpinski  
Title: Vice President

Accepted and Agreed:

CITICORP USA, INC., as Collateral Agent

By:   
Name: JAMES R. WILLIAMS  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 25 day of March, 2002 before me personally appeared George L. Karpinski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FMXI, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Nicole A. Plumail  
Notary Public

**NICOLE A. PLUMAIL**  
Notary Public, State of New York  
No. 01PL6049792  
Qualified in New York County  
Commission Expires October 23, 2002