FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

T 05-31-2002 Y

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To the Honorable Commissioner of Paten ... ched original documents or copy thereof.

1. Name of conveying party(ies):

Foamex L.P.

05-22-2002

5-22-02

U.S. Patent & TMOfc/TM Mail Rcpt. Dt. #40

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

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

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

Name: U.S. Bank National Association, as Collateral Agent

Internal Address:

Street Address: 180 East Fifth Street

City: St. Paul State: MN ZIP: 55101

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other National Banking Association

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

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: March 25, 2002

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

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark registration No.(s)

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Rosalind Rodburg

Internal Address:

Latham & Watkins

Street Address: 885 3rd Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 119

7. Total fee (37 CFR 3.41): ..... $ 2,990.

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

05/30/2002 DBYRNE 00000180 934746

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02 FC:482 2950.00 OP

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.

Rosalind Rodburg — Name of Person Signing

Rosalind Rodburg — Signature

5/30/02 — Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Additional name of conveying party

Foamex Carpet Cushion LLC
(a limited liability company)

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.

TRADEMARK
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Registered Trademarks

Country	Trademark Name	Registration No.	Registration Date	Owner
United States of America	GFC	818086	8-Nov-66	Foamex L.P.
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.

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Registered Trademarks

Country	Trademark Name	Registration No.	Registration Date	Owner
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.
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

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Registered Trademarks

Country	Trademark Name	Registration No.	Registration Date	Owner
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
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

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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

TRADEMARK
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Pending Trademark Applications

Country	Trademark Name	Application No.	Filing Date	Owner
United States of America	DOUBLESET	78/101660	9-Jan-02	Foamex Carpet Cushion LLC
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
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TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2002, by Foamex L.P. (the "*Foamex*") and each of the other entities listed on the signature pages hereof (together with Foamex, each a "*Grantor*" and, collectively, the "*Grantors*"), U.S. Bank National Association ("*U.S. Bank*"), as trustee under the Indenture referred to below and as collateral agent thereunder for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the terms, conditions and provisions of the Indenture, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), among Foamex, Foamex Capital Corporation, a Delaware corporation (together with Foamex, the "*Company*"), the guarantors named therein and the Collateral Agent, as trustee (in such capacity, the "Trustee"), the Company is issuing, as of the date hereof, $300,000,000 of 10 ¾ % Senior Secured Notes due 2009 and may, from time to time, issue additional notes in accordance with the provisions of the Indenture (collectively, the "*Notes*"); and

WHEREAS, all the Grantors are party to a 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, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes, each Grantor hereby agrees with the Collateral Agent as follows:

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

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*"):

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

all reissues, continuations or extensions of the foregoing;

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

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all Proceeds of the foregoing, including any claim by such 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.

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. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer 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

Address:

Foamex L.P.
1000 Columbia Avenue
Linwood, Pennsylvania 19061
Attn.: Chief Financial Officer
Telecopier No. (610) 859-3613

FOAMEX CARPET CUSHION LLC

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

Address:

c/o Foamex International Inc.
1000 Columbia Avenue
Linwood, Pennsylvania 19061
Attn.: Chief Financial Officer
Telecopier No. (610) 859-3613

TRADEMARK
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Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: R Prokosch
Name: Richard H Prokosch
Title: Vice President

TRADEMARK
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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. Karpinsky, 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.

Amy J. Sousa
Notary Public

AMY J. SOUSA
Notary Public, State of New York
No. 01SO6050371
Qualified in New York County
Commission Expires Nov. 6, 2002

Doc#: NY6: 182999_2

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. Karpinsky, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tonnex Carpet Cushion 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.

Amy J. Sousa
Notary Public

AMY J. SOUSA
Notary Public, State of New York
No. 01SO6050371
Qualified in New York County
Commission Expires Nov. 6, 2002

Doc#: NY6: 182999_2

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See Attached