

08-07-2002



Attorney Docket No.: 124-27

To the United States Patent and Trademark O.

102180861

attached original documents or copy thereof.

1. Name of conveying party(ies):

State Street Bank and Trust Company as successor to  
Fleet National Bank,  
formerly known as Shawmut Bank, N.A

MURD 8.5.02

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

FOAMEX CARPET CUSHION LLC  
(Formerly known as General Felt Industries, Inc.)  
1000 COLUMBIA AVENUE  
LINWOOD, PENNSYLVANIA 19061

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership-State:
- Corporation- State: **DELAWARE**
- Other:

If Assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment.)

3. Nature of conveyance:

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

Execution Date: February 27, 1998

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

See attached sheet

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

PATRICIA SMINK ROGOWSKI  
CONNOLLY BOVE LODGE & HUTZ LLP  
P. O. Box 2207  
1220 Market Street  
Wilmington, DE 19899  
Telephone: (302) 658-9141  
Facsimile: (302) 658-5614

6. Total number of applications and registrations involved: [ ]

7. Total fee (37 CFR 3.41) Cal.  $\frac{1}{2}$  x \$40.00 = \$ 40.00  
 $\frac{22}{2}$  x \$25.00 = \$590.00

- Fee enclosed.
- Authorized to be charged to Deposit Account.

8. Deposit Account number: 03-2775  
(for any additional fees required)

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.

PATRICIA SMINK ROGOWSKI  
Name of Person Signing  
Reg. No. 33,791  
Docket: 124-27

*Patricia S. Rogowski*  
Signature

July 31, 2002  
Date

Total number of pages including cover sheet, attachments and document: [ 11 ]

Attachment to Recordation Form Cover Sheet

BARRIERBOND	2,104,229	MASTERBOND	2,050,857
BERBER-MATE	1,994,115	MATRIX	1,156,484
BLACK DIAMOND	2,059,944	NZX	1,145,505
COMFORTWEAR	1,897,031	NZX (stylized)	1,148,063
COMFORTWEAR (& DESIGN)	1,897,032	PLUSH LIFE	2,104,234
CRUSHPROTECTOR	2,061,118	PLUSHSTEP	2,047,806
F FOCUS & DESIGN	1,391,691	RUBBER-LOC	964,238
FOCUS	1,386,883	RUBBER-STEP	560,786
GENERAL FELT INDUSTRIES	1,512,844	RUB-TEX	614,585
GFI	1,206,771	SOFTTOUCH	2,063,353
GFI (& DESIGN)	1,206,770	WHAT EVERY CARPET SHOULD WEAR	1,949,448
LUXURY BOND	2,063,085		

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

Liens of the Collateral Documents in order to secure the Obligations under the Indenture; and

WHEREAS, pursuant to the terms of the Indenture, the Trustee has agreed, subject to compliance with the Senior Secured Intercreditor Agreement, to (a) release all Liens in the Purchased Assets including that certain intellectual property under the Carpet Cushion Agreement constituting Purchased Assets, including but not limited to, those trademarks, trademark registrations, trademark applications, patents and patent applications set forth in Schedule A attached hereto and incorporated herein by reference; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Trustee agrees as follows:

**ARTICLE I.  
RELEASE OF COLLATERAL**

**Section 1.1. Release of Collateral.** Subject to the terms of the Senior Secured Intercreditor Agreement, the Trustee hereby releases all of its Liens, claims, right, title and interest in and to all of the Purchased Assets held by the Trustee pursuant to the Indenture and the Collateral Documents, including pursuant to the GFI Security Agreement and supplements thereto and the GFI Collateral Assignment and supplements thereto including that certain intellectual property under the Carpet Cushion Agreement constituting Purchased Assets, including but not limited to, those trademarks, trademark registrations, trademark applications, patents and patent applications set forth in Schedule A attached hereto and incorporated herein by reference.

**Section 1.2. Further Assurances.** Subject to the terms of the Senior Secured Intercreditor Agreement, upon the request of any of the Issuers, GFI, or FII, as the case may be, at any time after the date hereof, the Trustee shall forthwith execute and deliver such further instruments of release, direction or authorization and other documents as may be reasonably requested in order to effectuate the release evidenced by this Instrument of Release.

**ARTICLE II.  
MISCELLANEOUS**

**Section 2.1. Severability.** In the event that any provision in this Instrument of Release shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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.

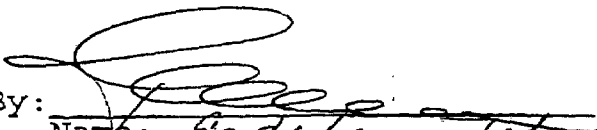
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IN WITNESS WHEREOF, the Trustee has caused this Instrument of Release to be executed by its duly authorized representative as of the date hereof.

ATTEST:

STATE STREET BANK AND TRUST COMPANY, as Trustee

*Arthur MacDonald*

By:   
Name: *Sandy Lamarr 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

SCHEDULE A



GEL 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*

<u>Trademark</u>	<u>Country</u>	<u>Reg./Appln No.</u>	<u>Reg./Filing Date</u>
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.	1,386,883	March 18, 1986
GENERAL FELT INDUSTRIES	U.S.	1,512,844	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

<u>Trademark</u>	<u>Country</u>	<u>Reg./Appln No.</u>	<u>Reg./Filing Date</u>
SOFTTOUCH	U.S.	2,063,353	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