

Form PTO-1594

(Rev. 10/02)

OMB No. 0851-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

The Ohio Mattress Company Licensing and  
Components Group

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

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

## 3. Nature of conveyance:

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

Execution Date: July 25, 1989

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

Name: The First National Bank of Chicago

Internal

Address:

Street Address:

City: Chicago State: IL Zip:

- ☐ 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  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,289,059 0,569,105

Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Michael G. Fatall

Internal Address: Kirkland &amp; Ellis

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and  
registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account  
and for any additional fees and/or credit

## 8. Deposit account number:

22-0440

(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.

Michael G. Fatall

Name of Person Signing

Signature

11/6/02

Date

Total number of pages including cover sheet, attachments, and document: 10

36942-14

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

700019892

TRADEMARK  
REEL: 002574 FRAME: 0001

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or modified and in effect from time to time, this "Agreement"), dated as of July 25, 1989, between THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP, a Delaware corporation (herein with its successors called the "Debtor"), and THE FIRST NATIONAL BANK OF CHICAGO, acting in its capacity as agent (in such capacity, the "Secured Party") for the various banks and other financial institutions (the "Banks") which are, or may from time to time hereafter become, parties to the Credit Agreement (as defined below);

## W I T N E S S E T H :

WHEREAS, pursuant to the \$495,000,000 Amended and Restated Secured Credit Agreement (Post-Merger Facilities), dated as of July 25, 1989 (as amended or modified and in effect from time to time, the "Credit Agreement"), among GGVA Acquisition Corp. (the "Borrower"), The Ohio Mattress Holding Company, the Banks, Continental Bank N.A. and Caisse Nationale de Credit Agricole, as co-agents, and the Secured Party, the Banks have extended Bridge Loan Commitments (such capitalized term, and all other capitalized terms used herein without definition, to have the meanings assigned to such terms by reference in Section 1 hereof), Term Loan Commitments and Revolving Loan Commitments to the Borrower and have agreed to make Loans to the Borrower pursuant to such Commitments; and

WHEREAS, in connection with the Credit Agreement, the Debtor and the Secured Party have executed and delivered a Security Agreement, dated as of the date hereof (as amended or modified and in effect from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to any Advance under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below), to secure all Obligations; and

WHEREAS, to secure its obligations under the Guaranty (as defined in the Security Agreement) and any other Loan Documents to which it is a party, the Debtor is willing to execute and deliver this Agreement; and

08/02/89/38W/CFY/TRADE-F

WHEREAS, the Debtor has duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make loans to the Borrower pursuant to the Credit Agreement, the Debtor agrees with the Secured Party, for its benefit and the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Obligations, the Debtor does hereby mortgage, pledge, hypothecate, and grant to the Secured Party, for its benefit and the benefit of the Banks, a continuing security interest in, to, and under, all of the following property (the "Trademark Collateral"), and all of the Debtor's right, title and interest therein, thereunder and thereto under United States Federal or state law, whether now existing or hereafter arising or acquired:

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A ("Trademarks") of Attachment 1 hereto;

(b) all trademark licenses under United States trademarks, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto but excluding trademark licenses that expressly prohibit the assignment of any rights thereunder by the Debtor notwithstanding the Debtor's best efforts to obtain waiver thereof or consent of the licensor thereto (herein called "Excluded Trademark Licenses");

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

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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any Trademark or Trademark License, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and including, to the fullest extent possible without violating the prohibitions contained herein, all proceeds of Excluded Trademark Licenses;

provided, however, that nothing herein shall be deemed to grant a security interest in any of the property described in Item J ("Property Not Pledged § 5.22") of the Disclosure Schedule.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the benefit of the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** At such time as the Commitments shall have terminated and all principal of and interest on the Loans, all fees and expenses then due under the Loan Documents and all other Obligations have been paid in full, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor 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 5. Acknowledgment.** The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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 6. Collateral Document, etc. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. 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.

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.

THE OHIO MATTRESS COMPANY LICENSING  
AND COMPONENTS GROUP, as Debtor

By [Signature]  
Title: VICE PRESIDENT

THE FIRST NATIONAL BANK OF CHICAGO,  
as Secured Party

By [Signature]  
Title: Vice President

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ATTACHMENT 1  
(TO TRADEMARK SECURITY AGREEMENT)

THE OHIO MATTRESS COMPANY  
LICENSING AND COMPONENTS GROUP (DELAWARE)

ITEM A - TRADEMARKS

<u>REGISTRATION OF TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE</u>
110,335	110,335	4/19/18	8/27/18
110,336	110,336	4/19/18	8/27/18
110,333	110,333	4/19/18	11/12/18
407,118	407,118	6/4/38	9/27/38
414,465	414,465	1/3/39	5/16/39
417,185	417,185	3/17/39	7/25/39
418,451	418,451	4/19/39	8/15/39
421,950	421,950	7/25/39	11/7/39
501,541	501,541	5/6/46	12/17/46
509,606	509,606	9/23/46	6/3/47
503,640	503,640	6/10/46	10/7/47
509,958	509,958	9/28/46	10/7/47
509,960	509,960	9/28/46	10/7/47
514,626	514,626	12/20/46	12/9/47
509,952	509,952	9/28/46	1/13/48
509,956	509,956	9/28/46	1/13/48
503,330	503,330	6/5/46	5/11/48
551,740	551,740	3/11/48	11/22/49
541,237	541,237	11/14/47	2/7/50
570,125	570,125	12/7/48	3/27/51
580,151	580,151	6/8/49	8/14/51
593,448	593,448	3/4/50	1/1/52
571,748	571,748	1/6/49	4/29/52
541,238	541,238	11/14/47	10/7/52
575,230	575,230	3/10/49	11/25/52
582,184	582,184	7/19/49	12/23/52
616,874	616,874	7/24/51	1/13/53
612,436	612,436	4/10/51	6/30/53
557,871	557,871	5/26/48	8/11/53
641,334	641,334	1/26/53	12/22/53
641,335	641,335	1/26/53	12/22/53
663,524	663,524	3/29/54	1/10/56
663,525	663,525	3/29/54	1/10/56
661,104	661,104	2/15/54	4/10/56
649,540	649,540	6/29/53	4/24/56

TRADEMARK

REEL: 002574 FRAME: 0006

698,221	11/14/55	6/19/56
698,222	11/14/55	6/19/56
698,228	11/14/55	6/19/56
697,492	11/1/55	1/1/57
004,159	3/8/56	3/5/57
688,606	5/31/55	5/14/57
691,847	7/25/55	5/14/57
022,711	1/16/57	7/9/57
682,493	2/28/55	11/12/57
037,818	9/25/57	4/29/58
038,653	10/9/57	5/20/58
037,977	9/27/57	10/28/58
056,885	8/8/58	2/3/59
058,459	9/5/58	4/21/59
056,415	7/31/58	5/19/59
056,414	7/31/58	6/23/59
023,520	1/30/57	11/17/59
058,458	9/5/58	11/24/59
073,444	5/11/59	12/8/59
075,631	6/12/59	12/22/59
075,632	6/12/59	12/22/59
073,443	5/11/59	2/2/60
079,431	8/12/59	3/8/60
083,245	10/14/59	4/19/60
095,395	4/19/60	10/25/60
083,244	10/14/59	3/21/61
117,540	4/10/61	1/16/62
109,524	12/2/60	9/18/62
142,865	4/23/62	3/03/64
159,920	12/28/62	3/10/64
123,928	7/13/61	5/12/64
166,284	8/8/63	8/4/64
063,892	12/8/58	2/8/66
226,168	8/20/65	5/16/67
313,611	12/4/68	1/6/70
313,612	12/4/68	1/6/70
313,610	12/4/68	5/5/70
313,734	12/4/68	7/7/70
337,981	9/15/69	2/2/71
337,980	9/15/69	5/11/71
395,692	6/24/71	2/8/72
395,693	6/24/71	9/12/72
335,613	8/18/69	10/17/72
418,324	3/15/72	3/6/73
460,312	6/14/73	6/4/74
462,955	7/16/73	7/16/74
006,010	11/12/73	8/13/74
449,250	2/20/73	9/3/74
015,987	3/15/74	10/22/74
048,338	4/2/75	4/6/76
061,715	8/29/75	6/1/76
061,726	8/29/75	6/1/76
051,973	5/9/75	8/17/76

098,331	8/30/76	5,17/77
113,844	1/27/77	11/1/77
122,334	4/11/77	12/20/77
138,687	8/24/77	3/28/78
154,583	1/9/78	9/18/79
185,009	9/8/78	5/27/80
201,221	1/24/79	1/6/81
235,959	10/22/79	3/3/81
242,729	12/13/79	4/21/81
221,466	6/28/79	7/14/81
243,088	12/17/79	7/14/81
243,106	12/17/79	1/5/82
287,734	11/28/80	2/9/82
318,891	7/14/81	8/03/82
318,889	7/14/81	8/10/82
341,661	12/14/81	3/8/83
350,185	2/16/82	8/16/83
399,874	10/12/82	2/14/84
399,875	10/12/82	2/14/84
341,658	12/14/81	4/17/84
404,491	12/2/82	4/17/84
400,836	10/26/82	5/29/84
431,030	6/20/83	8/7/84
431,058	6/20/83	8/7/84
431,059	6/20/83	8/7/84
431,060	6/20/83	8/7/84
431,061	6/30/83	8/7/84
354,983	3/16/82	8/21/84
442,351	9/6/83	8/21/84
452,838	11/14/83	9/18/84
452,881	11/14/83	10/2/84
478,996	5/7/84	2/19/85
486,768	6/25/84	3/12/85
502,055	10/2/84	4/23/85
548,349	7/16/85	6/3/86
588,211	3/17/86	10/21/86
588,210	3/17/86	11/11/86
597,813	5/9/86	12/2/86
597,812	5/9/86	12/16/86
591,339	4/3/86	12/30/86
567,187	11/6/85	1/13/87
616,822	8/26/86	3/24/87
616,833	8/26/86	3/24/87
616,837	8/26/86	3/24/87
616,843	8/26/86	3/24/87
616,821	8/26/86	6/30/87
616,836	8/26/86	6/30/87
616,839	8/26/86	6/30/87
616,840	8/26/86	6/30/87
616,841	8/26/86	6/30/87
616,844	8/26/86	6/30/87
643,311	2/6/87	8/25/87
698,861	12/3/87	11/1/88
728,239	5/13/88	1/3/89
318,894	7/14/31	5/11/82



TRADEMARKS  
PENDING

SAFE	756-25	10/31/88	Pending
GALAXY COLLECTION	756-25	8/19/88	Pending
PILLOWSILK	756-25	12/14/88	Pending
POSTUREPEDIC-ELITE	756-25	8/26/88	Pending
COMFORTLUX	756-25	10/28/88	Pending
EVERFIRM	756-25	10/11/88	Pending

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**ATTACHMENT 1  
(TO TRADEMARK SECURITY AGREEMENT)**

**ITEM B  
(TRADEMARK LICENSES)**

1. The Ohio Mattress Company, Licensing and Components Group  
and Sealy Furniture -- Midwest, Inc.

<u>License Date</u>	<u>Trademarks</u>	<u>Registration Number</u>	<u>Date</u>
2/1/89	SEALY	<del>462,168</del>	12/17/46
	REDI-BED	<del>625,836</del>	02/07/60
	POSTUREPEDIC	<del>619,858</del>	01/10/56
	CONCEAL-A-BED	<del>625,836</del>	04/24/56
	SEALY and logo	<del>677,886</del>	04/21/59
	Logo	<del>677,886</del>	11/24/59
	FASHIONITER	<del>462,168</del>	02/02/60
	SEALY and logo	<del>1,182,347</del>	02/09/82
	SEALY SLEEP SOFA	<del>677,886</del>	08/25/81
	GOOD HOMEKEEPER	<del>677,886</del>	08/14/81

2. The Ohio Mattress Licensing and Components Group  
and Gerico, Inc.

<u>License Date</u>	<u>Trademarks</u>	<u>Registration Number</u>	<u>Date</u>
4/7/89	SEALY	<del>462,168</del>	12/17/46
	POSTURE FORM	<del>625,836</del>	12/22/53
	POSTUREPEDIC	<del>619,858</del>	01/10/56
	SEALY and logo	<del>677,886</del>	04/21/59
	BABY POSTUREPEDIC	<del>462,168</del>	11/17/59
	Logo	<del>677,886</del>	11/24/59
	SEALYFOAM	<del>737,887</del>	09/18/62
	SEALY and logo	<del>1,182,347</del>	02/09/82

NOTE: \*Registration Number 462,168 is believed to be a typographical error in that the correct Registration Number is 426,168.

RECORDED  
PATENT & TRADEMARK OFFICE

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*Donald J. Zing*  
COMMISSIONER OF PATENTS  
AND TRADEMARKS OFFICE

TRADEMARK