

11-27-2002



102295727

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.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):

11-2002

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

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company of New York, as Collateral Agent

Address: _____

Street Address: 500 Stanton Christiana Road

City: Newark State: DE Zip: 19713

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other See attached for brief

Execution Date: as of December 18, 1997

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 0,122,619

Additional number(s) attached Yes No

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

Name: Michael G. Fatall

Internal Address: Kirkland & Ellis

(312) 861-6371

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

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

8. Deposit account number:

22-0440

OFFICE OF PATENT RECORDS
FINANCE SECTION
NOV 21 AM 11:24

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall

Name of Person Signing

Signature

11/20/02

Date

20

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

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

36942-14

11/26/2002 LUJELLER 00000120 0122619

01 FC:6521

40.00 OP

TRADEMARK
REEL: 002630 FRAME: 0418

Continuation of Block 3

NATURE OF CONVEYANCE

Record to remove the following 24 registration numbers

0,437,773
1,273,534
1,450,846
1,450,847
1,929,900
1,984,311
1,985,881
1,987,201
1,987,202
1,995,317
2,004,288
2,017,475
2,019,003
2,038,308
2,039,906
2,140,578
2,142,642
2,153,832
2,160,600
2,175,533
2,175,740
2,218,335
2,319,967
2,412,738

inadvertently included in a schedule previously recorded on Reel 1740, Frame 0335.

RE
Nov 3-13-98

06-11-1998



100735104

To the Honorable Commissioner of Patents and Trademarks:
Document ID No. of Rejected Filing: 100664334
Please record the attached original documents or copy thereof.

1. Name of conveying party:	2. Name and address of receiving party:
The Ohio Mattress Company Licensing and Components Group, a Delaware corporation	Morgan Guaranty Trust Company of New York, as Collateral Agent 500 Stanton Christians Road Newark, Delaware 19713

3. Nature of conveyance:	Release of Trademark Security Agreement
Execution Date:	As of December 18, 1997

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

74/728,401	122,619	694,241	1,289,058
75/1165,475	122,620	696,420	1,289,059
75/219,577	123,488	706,349	1,289,060
75/234,447	360,890	712,845	1,289,061
75/260,679	367,473	726,509	1,296,344
75/260,000	369,513	737,897	1,297,570
75/270,804	370,139	765,885	1,298,834
75/280,282	372,691	766,372	1,307,069
75/312,922	426,168	769,527	1,309,032
75/314,481	430,038	774,520	1,321,423
	435,867	796,742	1,330,896
	435,868	803,417	1,332,218
	437,772	828,805	1,353,490
	438,677	883,773	1,361,940
	518,024	894,129	1,395,720
	564,828	938,797	1,414,254
	567,051	954,428	1,416,664
	567,633	1,037,490	1,419,216
	568,175	1,040,611	1,421,095
	569,105	1,076,458	1,422,873
	576,633	1,079,908	1,433,931
	583,913	1,088,170	1,433,933
	583,914	1,108,024	1,433,934
	619,058	1,125,263	1,443,196
	619,059	1,136,216	1,443,197
	629,078	1,145,482	1,443,198
	639,357	1,148,033	1,443,199
	642,347	1,151,738	1,445,201
	645,410	1,160,974	1,450,247
	648,273	1,160,990	1,450,247
	654,458	1,184,799	1,454,289
	661,050	1,189,347	1,518,932
	661,915	1,203,594	1,554,714
	668,976	1,205,054	1,646,039
	673,523	1,223,045	1,656,837
	677,335	1,225,078	1,679,019
	678,880	1,229,861	1,680,846
	680,789	1,248,373	1,680,847
	688,300	1,270,784	1,684,837
	688,757	1,270,584	1,685,346
	689,487	1,273,567	1,693,030
	690,235	1,274,346	1,693,045
	690,236	1,274,352	1,693,046

COPIES
11/11/97

692,403	1,279,871	1,693,047
1,693,050		
1,693,051	1,767,485	1,084,511
1,693,052	1,767,486	1,085,511
1,693,053	1,768,677	1,087,201
1,693,055	1,768,679	1,087,202
1,693,056	1,771,484	1,088,217
1,693,057	1,798,710	2,004,288
1,693,059	1,810,055	2,017,475
1,695,355	1,817,452	2,019,888
1,695,356	1,845,626	2,058,288
1,695,357	1,846,232	2,059,904
1,696,960	1,849,316	2,086,308
1,696,961	1,849,933	1,714,676
1,696,962	1,850,340	1,774,255
1,698,411	1,855,203	
1,698,412	1,863,393	
1,701,119	1,865,297	
1,702,518	1,865,473	
1,704,247	1,878,240	
1,704,248	1,881,465	
1,704,249	1,887,925	
1,709,355	1,893,628	
1,712,702	1,903,580	
1,722,971	1,907,862	
1,725,724	1,909,307	
1,733,089	1,928,203	
1,734,158	1,928,660	
1,735,710	1,928,661	
1,745,204	1,938,988	
1,749,422	1,935,993	
1,749,422	1,947,352	
1,754,523	1,934,009	
	1,956,704	

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

Meredith Vrticak
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071

6. Total number of applications and registrations involved : 219

7. Total fee:

\$ 5,490 (Already Paid)

8. Deposit Account Number:

TRADEMARK
REEL: 1740 FRAME: 0336

TRADEMARK
REEL: 002630 FRAME: 0421

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.

Beth T. Scimemi
Name of Person Signing

Beth J. Scimemi
Signature

May 19, 1998
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS:

EXHIBIT A
(to the Release of
Trademark Security Agreement)

(See Attached)

10314820 93065134

TRADEMARK
REEL: 1740 FRAME: 0338

TRADEMARK
REEL: 002630 FRAME: 0423

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 5/4/93

REGISTERED AND PENDING TRADEMARKS (U.S.)

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FLING DATE</u>	<u>FILED/REG. AFTER 11/81</u>
A BETTER WAY TO CATCH SOME Z'S	PENDING	PENDING	74/308,439	08/28/92	XXX
ADMIRALTY FOUR STAR	PENDING	PENDING	PENDING	04/28/93	XXX
AFFIRMATION	PENDING	PENDING	74/308,428	08/28/92	XXX
AIRSTREAM	PENDING	PENDING	74/122,321	12/02/90	
ALLUSION	PENDING	PENDING	74/308,796	08/22/92	XXX
AMBROSIA	PENDING	PENDING	74/308,818	08/31/92	XXX
AMERICA'S BED TIME FAMILY	1,810,882	11/01/88	72/668,881	12/03/87	
BABY POSTUREPEDI	888,300	11/17/89	72/023,820	01/30/87	
BACK SAVER	642,347	03/05/87	72/004,158	03/05/88	
BALLET	1,883,068	06/09/92	74/122,319	12/03/90	XXX
BARE BACK GIRL DESIGN	819,068	01/10/86	71/863,526	03/29/84	
BARONESS	PENDING	PENDING	74/310,238	08/31/92	XXX
BAVARIAN	PENDING	PENDING	74/310,228	08/28/92	XXX
BEDDY EYE	438,867	01/13/48	71/808,882	08/28/48	
BELVEDERE	1,868,848	08/24/92	74/122,311	12/02/90	XXX
BENTLEY	PENDING	PENDING	74/358,828	02/18/93	XXX
BETTER SLEEP ON A SEALY	1,883,039	08/08/92	74/073,513	06/08/90	XXX
BLUE CROSS	867,473	06/16/88	71/414,468	01/03/88	
BOUNTIFUL	PENDING	PENDING	74/308,804	08/28/92	XXX
BRANDWEIN	1,888,847	08/24/92	74/124,848	12/02/90	XXX
BRIGADIER	1,883,068	08/08/92	74/122,310	12/02/90	XXX
BRONZE	1,704,248	07/22/92	74/117,228	11/21/90	XXX
BUTTON-FREE AND DESIGN	828,184	04/18/88	71/881,184	02/18/84	
CABALLERO	PENDING	PENDING	74/308,438	08/28/92	XXX
CALAIS	1,748,204	01/05/93	74/122,314	12/02/90	XXX
CALICO	PENDING	PENDING	74/308,818	08/31/92	XXX
CAPRICE	1,883,068	08/08/92	74/117,230	11/21/90	XXX

PAGE 1

TRADEMARK
REEL: 1740 FRAME: 0339TRADEMARK
REEL: 002630 FRAME: 0424

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP
REGISTERED AND PENDING TRADEMARKS (U.S.)

Rev. 6/4/88

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	FILED/REG. AFTER 11/91
CARAVELLE	1,712,702	08/01/82	74/117,201	11/21/80	XXX
CASCADE	PENDING	PENDING	74/516,222	08/21/82	XXX
CASSANDRA	1,714,878	09/08/82	74/138,183	02/04/81	XXX
CELESTAL	1,289,088	08/07/84	72/491,268	06/20/83	
CENTURION	1,282,852	08/08/82	74/120,181	12/03/80	XXX
CHAMBARNY	PENDING	PENDING	74/358,248	02/16/83	XXX
CHAMPAGNE	1,754,323	02/23/83	74/122,316	12/03/80	
CHEF OF STAFF	PENDING	PENDING	PENDING	04/28/83	XXX
CITATION	878,433	08/30/83	71/812,436	04/10/81	
COMFORT GUARD	884,458	11/12/87	71/882,493	02/28/88	
COMFORT LIFE	1,288,237	09/18/81	74/037,423	03/12/80	
COMFORT SERIES	PENDING	PENDING	74/227,233	12/08/81	XXX
COMFORT SOURCE	1,288,720	08/03/86	72/548,248	07/18/85	
COMFORTER PUFF	1,184,790	01/02/82	72/242,108	12/17/79	
COMFORTLUX	1,288,854	10/18/80	72/780,440	10/23/80	
COMFORT SOURCE	1,221,422	02/18/88	72/478,596	08/07/84	
CONCEAL-A-BED AND DESIGN	828,854	04/24/82	71/849,248	08/22/82	
CONFORM-A-BED	894,241	03/02/80	72/078,431	08/12/80	
CORONATION	1,238,088	08/07/84	72/491,268	06/20/83	
CORRECT SLEEP	845,408	05/14/87	71/822,908	06/21/83	
CORTINA	1,882,046	08/06/82	74/114,578	11/12/80	XXX
COURMAYEUR	1,886,228	08/18/82	74/114,388	11/12/80	XXX
CROWN JEWEL	1,422,873	12/30/86	72/881,229	04/02/88	
CROWN JEWELS	1,088,821	08/17/77	72/082,321	08/30/78	
DATAMAN	1,432,991	02/24/87	72/818,822	08/28/86	
DELEGATE	1,888,882	08/08/82	74/120,182	12/03/80	XXX
DESIGNER SHOWCASE	1,078,908	12/30/77	72/122,334	04/11/77	

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 5/4/83

REGISTERED AND PENDING TRADEMARKS (U.S.)

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>FILED/REG. AFTER 11/81</u>
DEVON	PENDING	PENDING	74/278,861	05/22/82	XXX
DORSET	1,735,724	10/20/82	74/269,824	08/21/80	XXX
DURA-BASE	862,521	08/02/74	74/448,250	02/20/73	
DURA-GARD	766,572	02/10/84	72/166,520	12/22/82	
DURA-LOK	865,484	08/04/76	72/488,212	08/14/73	
DURA-LUX	554,120	07/07/78	72/312,784	12/04/80	
DUROLIFE	646,573	07/06/87	72/022,711	01/16/87	
DYNA-GRID	1,332,218	04/23/85	73/802,063	10/02/84	
EDGE GARD	712,645	02/21/81	72/083,344	10/14/80	
EDGE GUARD	PENDING	PENDING	74/367,540	02/12/83	XXX
ELITE EMERALD	PENDING	PENDING	74/278,774	05/22/82	XXX
ELITE OPAL	PENDING	PENDING	74/278,821	05/22/82	XXX
ELITE RUBY	PENDING	PENDING	74/278,858	05/22/82	XXX
ELITE SAPPHIRE	PENDING	PENDING	74/278,812	05/22/82	XXX
ENCHANTED NIGHTS	288,513	07/25/80	71/417,185	03/17/80	
ENCORE	1,378,871	05/28/84	73/400,836	10/25/82	
ENSIGN TWO STAR	PENDING	PENDING	PENDING	04/28/83	XXX
EQUA-COIL	688,487	12/08/80	72/073,444	05/11/80	
ETIENNE	1,856,862	05/22/82	74/122,323	12/02/80	XXX
EVERFIRM	1,572,042	01/23/80	72/766,821	10/11/80	
EVERGOOD	661,816	05/22/80	72/038,863	10/09/87	
EXCALIBUR	1,084,867	04/16/82	74/114,868	11/13/80	XXX
EXCELSIOR	1,066,860	04/22/82	74/117,830	11/21/80	XXX
EXECUTIVE	661,050	04/28/80	72/037,818	06/22/87	
EXQUISITE SLEEP	766,349	10/25/80	72/065,306	04/19/80	
FASHIONITER	692,408	02/02/80	72/073,448	08/11/80	
FIRM-O-REST	867,081	11/21/82	71/575,230	02/10/49	

PAGE 3

TRADEMARK

REEL: 1740 FRAME: 0341

TRADEMARK
REEL: 002630 FRAME: 0426

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP
REGISTERED AND PENDING TRADEMARKS (U.S.)

Rev. 8/4/93

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>FLED/REG. AFTER 11/91</u>
FORM-TOUCH	1,292,234	10/02/84	482,261	11/14/88	
FLEX GUARD	896,420	04/12/80	72/063,242	12/14/80	
FUTURA	1,292,246	05/06/82	74/122,313	12/03/80	XXX
GALAXY	1,709,355	02/18/82	74/099,382	02/21/80	XXX
GALAXY COLLECTION	1,236,339	04/12/80	72/747,233	05/10/88	
GALLANT	1,702,318	07/21/82	74/134,226	01/22/81	XXX
GO-TOGETHERS	896,153	10/22/74	72/018,887	03/15/74	
GOLDEN DREAM	1,078,453	11/01/77	72/113,844	01/27/77	
GOLDEN SLEEP	PENDING	PENDING	74/217,099	10/30/81	
GRAND MARQUISE	1,644,783	05/14/81	74/029,680	02/10/80	
GRAND MASTER	1,510,932	01/02/80	72/722,239	05/12/80	
GUEST HOUSE	1,088,170	03/26/78	72/135,857	02/24/77	
HALLCREST	1,121,790	04/21/81	72/242,729	12/13/79	
HEALTH-FLEX	372,881	11/07/80	71/421,830	07/23/80	
HEALTH-GUARD	829,078	06/10/80	71/606,228	11/14/85	
HEMISPHERE	1,644,782	05/14/81	74/029,144	02/09/80	
FM-A-BED	1,125,269	02/12/79	72/184,853	01/09/78	
IMPERIAL PILLOW PLUSH	PENDING	PENDING	74/252,890	03/06/82	XXX
INNSBRUCK	PENDING	PENDING	74/222,940	04/05/82	XXX
INTERLAKEN	1,693,046	02/09/82	74/114,877	11/13/80	XXX
INTREPID	1,596,981	02/23/82	74/122,315	12/02/80	XXX
JUBILEE	1,223,947	02/09/82	74/114,984	11/13/80	XXX
LIGHTS OUT	1,148,033	02/02/81	72/235,989	10/22/79	
LIKE SLEEPING ON A CLOUD	893,417	02/08/80	72/062,982	12/08/80	
LINDSAY	1,293,051	02/09/82	74/117,332	11/21/80	XXX
LIVING ROOMMATES	1,138,216	05/27/80	72/165,009	04/02/78	
LOGO (BUTTERFLY DESIGN)	692,757	11/24/80	55,453	02/06/80	

TRADEMARK
PAGE 4 REEL: 1740 FRAME: 0342

TRADEMARK
REEL: 002630 FRAME: 0427

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP
REGISTERED AND PENDING TRADEMARKS (U.S.)

Rev. 8/4/88

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>FILED/REG. AFTER 11/91</u>
LUSTROUS	1,704,248	07/22/82	74/122,217	12/03/80	XXX
LUXEL	122,218	08/27/78	71/118,288	04/12/78	
LUXURY GUARD	888,287	07/16/74	72/482,265	07/16/72	
MAESTRO	PENDING	PENDING	74/806,814	08/21/82	XXX
MENSEL	1,886,288	08/15/82	74/114,879	11/12/80	XXX
METROPOLITAN	1,418,218	12/02/80	73/587,212	08/08/80	
MID-SUPPORT ZONE	PENDING	PENDING	74/310,886	08/04/82	XXX
MIRACLE EDGE	1,722,871	10/08/82	74/085,202	08/04/80	XXX
MONOGRAM	1,180,880	07/14/81	72/242,888	12/17/79	
NATURAL REST	438,877	08/11/48	71/803,330	08/08/48	
NO MORNING BACKACHE FROM SLEEPING ON A TOO-SOFT MATTRESS	1,274,246	04/17/84	72/341,888	12/14/81	
NOBLE CROWN	1,878,818	03/12/82	74/588,388	05/07/80	XXX
OLEANDER	1,735,710	11/24/82	74/138,184	02/04/81	XXX
OPTIMUM	1,888,411	08/30/82	74/114,881	11/12/80	XXX
ORTHO-ZONE	648,410	08/14/87	71/881,847	07/25/85	
OVATION	1,883,068	06/08/82	74/127,224	12/31/80	XXX
PAGODA AND DESIGN	888,228	12/22/80	72/078,881	08/12/80	
PALATIAL	1,288,081	08/07/84	72/431,081	08/20/83	
PEERLESS	888,178	12/22/82	71/882,184	07/18/48	
PEERLESS SLEEPER	888,887	01/01/87	71/887,482	11/01/85	
PERFECT POSTURE	388,880	08/27/88	71/407,118	08/04/88	
PILLOWSLK	1,884,788	02/27/88	72/788,288	12/14/88	
PLUSH QUILT	1,188,874	07/14/81	72/221,488	08/22/79	
POLYPEDIC	774,888	08/04/84	72/188,284	04/02/83	
POSTURE AWARD	1,488,883	03/24/87	72/818,837	08/22/88	
POSTURE CLASSIC	1,448,188	08/30/87	72/818,821	08/22/88	
POSTURE CREST	1,448,187	08/30/87	72/818,836	08/22/88	

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP
 REGISTERED AND PENDING TRADEMARKS (U.S.)

Rev. 5/4/93

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FLING DATE</u>	<u>FILED/REG. AFTER 11/91</u>
POSTURE DESIGN	1,433,332	03/24/97	72/916,833	08/28/98	
POSTURE FELT	1,448,378	08/17/78	72/961,373	04/08/79	
POSTURE PILLOW	870,180	08/18/78	71/412,481	04/19/80	
POSTURE POISE	828,808	08/18/87	72/222,188	08/20/88	
POSTURE PREMIER	1,433,334	08/24/87	72/916,843	08/28/88	
POSTURE PREMIUM	1,414,224	10/21/88	72/588,211	08/17/89	
POSTURE PRESTIGE	1,448,198	08/30/87	72/918,348	08/28/88	
POSTURE ROYALE	1,448,198	08/30/87	72/918,338	08/28/88	
POSTURE SLUMBER	1,448,200	08/30/87	72/918,341	08/28/88	
POSTURE-FOAM	883,913	12/22/83	71/841,334	01/22/85	
POSTURE-FORM	883,914	12/22/83	71/841,335	01/22/85	
POSTURE-BRID	883,773	01/08/78	72/313,812	12/04/88	
POSTURE-LOK	880,788	08/23/88	72/956,414	07/21/89	
POSTURE-LUX	1,448,201	08/30/87	72/918,344	08/28/88	
POSTURE-MEDIC	880,533	08/13/74	72/008,010	11/12/75	
POSTURE-PROP	785,527	08/12/84	72/122,829	07/13/81	
POSTUREMATIC	1,229,861	03/08/83	72/341,861	12/14/81	
POSTUREMATIC	PENDING	PENDING	PENDING	04/28/93	XXX
POSTUREMATIC COMFORT COMMAND BED	PENDING	PENDING	PENDING	04/22/93	XXX
POSTUREPEDIC	818,888	01/18/82	71/883,834	03/28/84	
POSTUREPEDIC AND BARE BACK GIRL DESIGN	888,188	01/12/83	71/818,874	07/24/81	
POSTUREPEDIC ELITE	1,354,714	04/01/89	72/748,900	08/26/88	
POSTUREPEDIC IMPERIAL	788,388	03/03/84	71/142,888	04/22/82	
POSTUREPLATFORM	1,298,344	08/19/84	72/482,838	11/14/83	
POSTURETECH	1,448,338	02/28/91	72/918,338	08/16/89	
PRE-EMINENT	1,384,837	04/23/82	74/028,288	02/08/80	XXX

PAGE 2 TRADEMARK
 REEL: 1740 FRAME: 0344

Sent By: *;

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 8/4/83

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILED DATE	FILED/REG. AFTER 11/81
PRINCESS POSTUREPEDIC	728,508	01/18/83	72/117,540	04/10/81	
PROTEGE	1,061,087	08/08/82	74/122,380	12/03/80	XXX
REFLEX COIL	PENDING	PENDING	74/370,574	08/22/83	XXX
REST GUARD	673,523	02/03/80	71/054,335	08/08/83	
SALUTATION	1,209,990	08/07/84	73/431,060	08/29/83	
SAVOIE	1,008,412	05/30/82	74/126,288	02/04/81	XXX
SEALCREST	430,038	06/03/47	71/500,908	08/23/48	
SEALY (SCRIPT)	428,188	12/17/48	71/501,541	08/08/48	
SEALY	1,723,088	11/17/82	74/251,812	03/02/82	XXX
SEALY AND DESIGN	877,336	04/21/80	72/058,489	08/08/80	
SEALY AND DESIGN	1,189,347	02/09/82	73/287,734	11/29/80	
SEALY FLAME GUARD PROTECTIVE BARRIER	1,374,388	04/17/84	73/404,481	12/02/82	
SEALY FUTONS & DESIGN	PENDING	PENDING	74/388,230	03/18/83	XXX
SEALY REST	628,877	06/19/80	71/686,222	11/14/80	
SEALY SLEEP SOFA	1,484,238	08/25/87	72/643,211	02/06/87	
SEALY SMOOTHTOP	818,024	11/22/48	71/551,740	03/11/48	
SEALY THE SLEEP EXPERTS	1,416,664	11/11/86	73/588,210	03/17/86	
SEALYFOAM	737,387	08/12/82	72/708,824	12/02/80	
SEALYTEX	1,148,482	01/08/81	73/201,221	01/24/78	
SENSE & RESPOND	PENDING	PENDING	74/381,430	02/18/83	XXX
SENSE & RESPOND SUPPORT SYSTEM	PENDING	PENDING	74/381,878	02/18/83	XXX
SENBORYARM	PENDING	PENDING	74/387,818	02/12/83	XXX
SLEEP FORM	438,888	01/18/48	71/506,958	08/22/48	
SLEEPING ON A SEALY IS LIKE SLEEPING ON A CLOUD AND DESIGN	878,381	08/11/83	71/557,571	05/22/48	
SLEEPING ON A SEALY IS LIKE SLEEPING ON A CLOUD	888,878	10/28/88	72/037,877	08/27/87	
SLUMBERGUARD	1,040,811	08/01/78	72/061,718	08/22/78	

PAGE 7

TRADEMARK

REEL: 1740 FRAME: 0345

TRADEMARK
REEL: 002630 FRAME: 0430

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

Rev. 2/4/93

REGISTERED AND PENDING TRADEMARKS (U.S.)

MARK	REG. NO.	REG. DATE	SERIAL NO.	PLNG DATE	FILED/REG. AFTER 11/81
SMOOTH SLEEP	884,828	10/07/82	71/641,230	11/14/87	
SNOWMASS	PENDING	PENDING	74/252,938	09/05/82	XXX
ST. ANTON	1,794,247	07/28/82	74/114,378	11/13/80	XXX
STARLIGHT	1,937,400	04/08/78	72/648,338	04/02/78	
STEEL-SPAN	884,828	02/02/78	72/418,224	03/18/72	
SUNDANCE	1,791,110	07/14/82	74/184,860	12/29/80	XXX
SUNSPUN	122,820	06/27/78	71/110,336	04/19/78	
SUPREME GUARD	1,040,812	02/01/78	73/081,728	08/29/78	
TALISMAN	PENDING	PENDING	74/310,237	02/31/82	XXX
TEXLAN	123,488	11/12/78	71/118,233	04/12/78	
THE NATURAL	1,842,083	04/23/81	73/519,532	02/18/80	
THE SOFA WORKS	1,202,884	06/02/82	73/313,881	07/14/81	
THE SOFA WORKS (DESIGN)	1,248,373	05/16/83	73/350,188	02/18/82	
TORSION-LOK	PENDING	PENDING	74/087,365	08/17/80	
TRENT	1,421,005	12/16/80	73/887,812	02/02/80	
TRUEASE	629,078	06/15/78	71/696,221	11/14/75	
TRU-LOK	678,880	05/18/80	72/088,418	07/21/80	
UNISON	1,842,537	04/18/81	74/026,207	02/02/80	
UNIVERSITY OF SLEEP	1,794,188	11/17/82	74/111,800	11/01/80	XXX
VELOCHE	1,748,422	01/26/83	74/122,512	12/02/80	XXX
WATERBURY	1,206,084	02/18/82	73/318,889	07/14/81	
WESTON	PENDING	PENDING	74/356,228	02/18/80	XXX
WILLIAM PENN AND DESIGN	680,298	12/22/78	72/075,532	04/12/80	

TRADEMARK
PAGE 3 REEL: 1740 FRAME: 0346

TRADEMARK
REEL: 002630 FRAME: 0431

By: *;

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP

U.S. Trademarks Obtained or Pending After May 7, 1993.

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
CASTLE ROCK	PENDING	PENDING	74/411,914	07/12/93
COMFORTCONE	PENDING	PENDING	74/483,780	01/28/94
CONQUEST	PENDING	PENDING	74/409,917	07/02/93
CONSTELLATION	PENDING	PENDING	74/479,925	01/14/94
CORNERGUARD	PENDING	PENDING	74/422,622	08/06/93
CUSHION FIRM	PENDING	PENDING	74/420,265	07/30/93
ENGINEERED FOR THE HUMAN BODY	PENDING	PENDING	74/483,785	01/28/94
FUTURAFOAM	PENDING	PENDING	74/468,333	12/10/93
GALILEO	PENDING	PENDING	74/480,131	01/14/94
GOLDEN PRIDE	PENDING	PENDING	74/462,725	11/24/93
GUESTAR & DESIGN	PENDING	PENDING	74/482,314	01/24/94
LAUREL	PENDING	PENDING	74/411,975	07/12/93
ORION	PENDING	PENDING	74/479,991	1/14/94
PARK AVENUE	PENDING	PENDING	74/432,297	09/03/93
POSTURE DREAM	PENDING	PENDING	74/413,707	07/16/93
POSTUREFLEX	PENDING	PENDING	74/472,096	12/17/93
POSTUREPEDIC SUPPORT ONLY FROM SEALY	PENDING	PENDING	74/469,325	12/10/93
PULSAR	PENDING	PENDING	74/480,217	01/14/94
SEALY BABY	PENDING	PENDING	74/485,178	02/01/94
SEALY BABY ULTRA REST	PENDING	PENDING	74/485,074	02/01/94
SIERRA	PENDING	PENDING	74/409,779	07/02/93
TRIFIRM POSTURE TOP	PENDING	PENDING	74/419,774	07/30/93
TRJONIC ORTHO ZONES	PENDING	PENDING	74/468,543	12/10/93

18158497

PAGE 9

TRADEMARK
REEL: 1740 FRAME: 0347

TRADEMARK
REEL: 002630 FRAME: 0432

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP (continued)

TRADEMARK LICENSES

THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP, AS LICENSOR

ACTIVE DOMESTIC TRADEMARK LICENSES

<u>LICENSEE CORPORATE NAME</u>	<u>LICENSEE LOCATION</u>	<u>MARK</u>	<u>REG. NO.</u>
Sealy, Inc.	Denver, CO	BABY POSTUREPEDI	688,900
		LOGO (BUTTERFLY DESIGN)	688,787
		POSTURE-FORM	583,814
		POSTUREPEDI	618,064
		SEALY	426,188
		SEALY AND LOGO	677,335
		SEALY AND LOGO	1,188,347
		SEALYFOAM	737,897
Sealy Furniture of Maryland Limited Partnership	Salisbury, MD	CONCEAL-A-BED AND DESIGN	628,354
		FASHIONITER	682,403
		LOGO (BUTTERFLY DESIGN)	688,787
		POSTUREPEDI	618,064
		SEALY (SCRIPT)	426,188
		SEALY AND LOGO	677,335
Sealy Mattress Company of New Jersey, Inc.	Paterson, NJ	ALL THE OHIO MATTRESS COMPANY LICENSING AND COMPONENTS GROUP U.S. TRADEMARKS AND PATENTS	1,188,347

Sent By: *

U.S. Trademark Licenses Obtained After May 7, 1993.

<u>LICENSEE CORPORATE NAME</u>	<u>LICENSEE LOCATION</u>	<u>MARK</u>	<u>REG. NO.</u>
KOLCRAFT ENTERPRISES, INC.	CHICAGO, IL	BABY POSTUREPEDI	688,900
		SEALY BABY	PENDING
		SEALY BABY ULTRA REST	PENDING
		SEALY	426,168
		SEALY AND LOGO	677,335
		SEALY AND LOGO	1,189,347
		SEALYFOAM	737,897

18158497

PAGE 11

TRADEMARK
REEL: 1740 FRAME: 0349TRADEMARK
REEL: 002630 FRAME: 0434

Harry P. Levinson
Name of Person Signing

Harry P. Levinson
Signature

December 22, 1997
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS:

LA1-770903.v1

TRADEMARK
REEL: 1740 FRAME: 0352

12/09/97

TRADEMARK
REEL: 002630 FRAME: 0435

Meredith Vitek
Name of Person Signing

Meredith Vitek
Signature

December 22, 1997
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS: 32

1A1 070803.V1

12/09/97

TRADEMARK
REEL: 1680 FRAME: 0575

004

KIRKLAND & ELLIS G4-

TRADEMARK
04/01/03 11:50 FAX 312 861 2200 4
REEL: 002630 FRAME: 0436

SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT

This **SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of December 18, 1997 and entered into by and among **THE UNDERSIGNED DIRECT AND INDIRECT SUBSIDIARIES** (each of such undersigned Subsidiaries being a "Grantor" and collectively "Grantors"; provided that after the Closing Date, "Grantors" shall be deemed to include any Additional Grantors (as hereinafter defined)) of Sealy Mattress Company, an Ohio corporation ("Company"), and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** ("Morgan Guaranty"), as Collateral Agent for and representative of (in such capacity herein called "Collateral Agent") the Secured Parties (as hereinafter defined) and any Interest Rate Exchangers (as hereinafter defined).

RECITALS

A. Sealy Corporation, a Delaware Corporation ("Holdings"), the financial institutions from time to time parties thereto (the "Credit Agreement Lenders"), Goldman Sachs Credit Partners L.P. ("GSCP"), as arranger and syndication agent (in such capacity, "CA Syndication Agent"), Morgan Guaranty, as administrative agent (in such capacity, "CA Administrative Agent"), and Bankers Trust Company ("BTCO."), as documentation agent (in such capacity, "CA Documentation Agent") have entered into a Credit Agreement dated as of December 18, 1997 (said Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"), with Company pursuant to which Credit Agreement Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company.

B. Company, Holdings, the financial institutions from time to time parties thereto (the "AXEL Lenders"), GSCP, as arranger and syndication agent (in such capacity, "AXEL Syndication Agent"), Morgan Guaranty, as administrative agent (in such capacity, "AXEL Administrative Agent"), and BTCO., as documentation agent (in such capacity, "AXEL Documentation Agent") have entered into an AXEL Credit Agreement dated as of December 18, 1997 (said AXEL Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "AXEL Credit Agreement"; the Credit Agreement Lenders, the CA Syndication Agent, the CA Administrative Agent, the CA Documentation Agent, the AXEL Lenders, the AXEL Syndication Agent, the AXEL Administrative Agent, and the AXEL Documentation Agent each being a "Secured Party" and collectively the "Secured Parties") pursuant to which AXEL Lenders have made certain commitments, subject to the terms and conditions set forth in the AXEL Credit Agreement, to extend certain credit facilities to Company.

EXECUTION

NY1-557542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

TRADEMARK
 REEL: 1680 FRAME: 0576

C. Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "Lender Interest Rate Agreements") with one or more CA Lenders or their Affiliates or AXEL Lenders or their Affiliates (in such capacity, collectively, "Interest Rate Exchangers") in accordance with the terms of the Financing Agreements (as hereinafter defined), and it is desired that the obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof (all such obligations being the "Interest Rate Obligations"), together with all obligations of Company under the Financing Agreements and the any other Loan Documents, be secured hereunder.

D. Grantors have executed and delivered that certain Subsidiary Guaranty dated as of December 18, 1997 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Subsidiary Guaranty") in favor of Collateral Agent for the benefit of Secured Parties and any Interest Rate Exchangers, pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Company under the Financing Agreements and any other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof.

E. Additional Grantors shall execute and deliver counterparts to the Subsidiary Guaranty in favor of Collateral Agent for the benefit of Secured Parties and any Interest Rate Exchangers, pursuant to which each Additional Grantor shall guaranty the prompt payment and performance when due of all obligations of Company under the Financing Agreements and any other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof.

F. Grantors have and may in the future have rights, title and interests in and to various Patents and other related Collateral (as such terms are hereinafter defined).

G. Grantors own and use in their business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks").

G. Collateral Agent desires Grantors to grant to it a lien on and security interest in all of Grantors' existing and future Patents, existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (the "Registrations"), all common law and other rights in and to the Trademarks in the United States and any state thereof (the "Trademark Rights"), all goodwill of Grantors' business symbolized by the Trademarks

NY1-57542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
 REEL: 1680 FRAME: 0577

and associated therewith, including without limitation the documents and things described in Section 2(b) (the "Associated Goodwill") and any other Collateral, and all proceeds of the Patents, Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and any other Collateral, and Grantors agree to grant to Collateral Agent a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

I. Pursuant to the Subsidiary Security Agreement, each Grantor has granted to Collateral Agent a lien on and security interest in, among other assets, all Grantors' equipment, inventory, accounts and general intangibles relating to the products and services sold or delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default (as hereinafter defined) Collateral Agent would be able to exercise its remedies consistent with the Security Agreement, this Agreement and applicable law to foreclose upon Grantors' business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by Grantors, and benefit from the Associated Goodwill.

J. It is a condition precedent to the initial extensions of credit by Lenders under the Financing Agreements that Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce (i) the CA Administrative Agent, the CA Syndication Agent and the Credit Agreement Lenders to enter into the Credit Agreement, (ii) the Credit Agreement Lenders to make their respective loans to, and issue Letters of Credit for the account of, Company, (iii) the AXEL Administrative Agent, the AXEL Syndication Agent and the AXEL Lenders to enter into the AXEL Loan Agreement, (iv) the AXEL Lenders to make their respective loans to Company, and (v) to induce Interest Rate Exchangers to enter into the Lender Interest Rate Agreements and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to such terms in the Credit Agreement;

(b) The following terms shall have the following meanings:

"Acceleration" shall mean any of the Credit Agreement Obligations or the AXEL Credit Agreement Obligations have been declared, or have become, immediately due and payable, or the commitments to extend credit of the Credit Agreement Lenders or the

NY1-557342
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0578

AXEL Lenders shall have been terminated under Section 8 of the Credit Agreement or Section 7 of the AXEL Credit Agreement, respectively.

"Agreement" means this Company Security Agreement dated as of December 18, 1997, as it may be amended, supplemented or otherwise modified from time to time.

"Associated Goodwill" has the meaning assigned to that term in the recitals to this Agreement.

"AXEL Commitments" shall mean the "Commitments" as defined in the AXEL Credit Agreement.

"AXEL Credit Agreement" has the meaning assigned to that term in the recitals to this Agreement.

"AXEL Lenders" has the meaning assigned to that term in the recitals to this Agreement.

"AXEL Obligations" shall mean "Obligations" as defined in the AXEL Credit Agreement.

"AXEL Syndication Agent" has the meaning assigned to that term in the recitals to this Agreement.

"Collateral" has the meaning assigned to that term in Section 5 of this Agreement.

"Collateral Accounts" shall mean "Collateral Accounts" as defined in the Intercreditor Agreement.

"Collateral Agent" has the meaning assigned to that term in the introduction.

"Commitments" means the Credit Agreement Commitments and the AXEL Commitments.

"Credit Agreement" has the meaning assigned to that term in the recitals to this Agreement.

"Credit Agreement Commitments" shall mean the "Commitments" as defined in the Credit Agreement.

"Credit Agreement Obligations" shall mean the "Obligations" as defined in the Credit Agreement.

NY1-587642
SUPPLEMENTARY PATENT AND
TRADEMARK SECURITY AGREEMENT

"Event of Default" means any "Event of Default" as defined in any Financing Agreement or the occurrence of an Event of Default in which Company in the Defaulting Party and which results in the designation of an Early Termination Date (as defined in a Master Agreement or an Interest Rate Swap Agreement or Interest Rate and Currency Exchange Agreement in the form prepared by the International Swap and Derivatives Association Inc. or a similar event under any similar swap agreement) under any Lender Interest Rate Agreement.

"Holdings" has the meaning assigned to that term in the recitals to this Agreement.

"Financing Agreement" means the Credit Agreement or the AXEL Credit Agreement, and **"Financing Agreements"** means the Credit Agreement and the AXEL Credit Agreement, collectively.

"Financing Agreement Obligations" means "Credit Agreement Obligations and AXEL Obligations.

"Grantor" has the meaning assigned to that term in the introduction of this Agreement.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of December 18, 1997, by and among CA Administrative Agent, AXEL Administrative Agent and Collateral Agent.

"Interest Rate Exchangers" has the meaning assigned to that term in the recitals to this Agreement.

"Interest Rate Obligations" has the meaning assigned to that term in the recitals to this Agreement.

"Lender Interest Rate Agreement" has the meaning assigned to that term in the recitals to this Agreement.

"Loan" means any "Loan" as defined in any Financing Agreement, and **"Loans"** means all such Loans collectively.

"Loan Document" means any "Loan Document" as defined in any Financing Agreement, and **"Loan Documents"** means all such Loan Documents collectively.

"Material Patent" has the meaning assigned to that term in Section 5 of this Agreement.

NY1-557542
SUBORDINARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REF.: 1680 FRAME: 0580

"Material Trademark Property" has the meaning assigned to that term in Section 5 of this Agreement.

"Patents" has the meaning assigned to that term in Section 2 of this Agreement.

"Permitted Patent Liens" has the meaning assigned to that term in Section 5 of this Agreement.

"Permitted Trademark Liens" has the meaning assigned to that term in Section 5 of this Agreement.

"Potential Event of Default" means any "Potential Event of Default" as defined in any Financing Agreement.

"Registrations" has the meaning assigned to that term in the recitals to this Agreement.

"Requisite AXEL Lenders" means "Requisite Lenders" as defined in the AXEL Credit Agreement.

"Requisite Credit Agreement Lenders" means "Requisite Lenders" as defined in the Credit Agreement.

"Requisite Lenders" means (A) unless an Acceleration shall have occurred and be continuing, the Requisite Credit Agreement Lenders and the Requisite AXEL Lenders, and (B) if an Acceleration has occurred and is continuing, Secured Parties holding more than 50% of the Financing Agreement Obligations.

"Requisite Obligees" has the meaning assigned to that term in Section 19 of this Agreement.

"Secured Obligations" has the meaning assigned to that term in Section 3 of this Agreement.

"Secured Parties" has the meaning assigned to that term in the recitals to this Agreement.

"Trademarks" has the meaning assigned to that term in the recitals to this Agreement.

"Trademark Rights" has the meaning assigned to that term in the recitals to this Agreement.

NY1-537543
SECURITY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXCUTION

TRADEMARK
REEL: 1680 FRAME: 0581

SECTION 2. Grant of Security.

Each Grantor hereby grants to Collateral Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) each of the U.S. Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part (including without limitation the U.S. Trademarks specifically identified in Schedule I annexed hereto) and including all Trademark Rights with respect thereto and all federal and state Registrations heretofore or hereafter granted or applied for, the right (but not the obligation) to file for registration claims under any state or federal trademark law or regulation and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Collateral Agent or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to any Trademarks, Registrations or Trademark Rights presently or in the future owned, held or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(b) the following documents and things in such Grantor's possession, or subject to such Grantor's right to possession, related to (Y) the production, sale and delivery by such Grantor, or by any Affiliate, licensee or subcontractor of such Grantor, of products or services sold or delivered by or under the authority of such Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by such Grantor or any Affiliate, licensee or subcontractor of such Grantor:

(i) all lists and ancillary documents that identify and describe any of such Grantor's customers, or those of their Affiliates, licensees or

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

7

TRADEMARK
REEL: 1680 FRAME: 0582

subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by such Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(c) all patents and patent applications and rights and interests in U.S. patents and patent applications that are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor in whole or in part (including, without limitation, the U.S. patents and patent applications listed in Schedule II annexed hereto, all rights (but not obligations) corresponding thereto (including without limitation the right (but not the obligation) to sue for past, present and future infringements in the name of such Grantor or in the name of Secured Party), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); it being understood that the rights and interests granted hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to any Patent presently or in the future owned, held or used by third parties but, in the case of third parties which are not Affiliates of such Grantor,

only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(e) to the extent not included in the foregoing clauses (a) - (d), all general intangibles relating to the Collateral; and

(f) all proceeds, products, and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 3. Security for Obligations.

This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Secured Obligations with respect to such Grantor. "Secured Obligations" means all obligations and liabilities of every nature of Grantors now or hereafter existing under or arising out of or in connection with the Subsidiary Guaranty, in each case together with all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Grantor, would accrue on such obligations), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Lender Interest Rate Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Collateral Agent or any Secured Party or Interest Rate Exchanger as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement.

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0584

SECTION 4. Grantors Remains Liable.

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Collateral Agent shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties.

Each Grantor represents and warrants as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Financing Agreements and for the security interest and conditional assignment created by this Agreement (and other than ownership and other rights reserved by third party owners with respect to each Material Trademark Property and each Material Patent that Grantor is licensed to use), such Grantor is the legal and beneficial owner of the entire right, title and interest in and to (i) each Material Trademark Property, free and clear of any Lien other than Liens of mechanics, materialmen, attorneys and other similar liens imposed by laws in the ordinary course of business in connection with the establishment, creation or application for registration of any Trademarks, Registrations or Trademark Rights for sums not yet delinquent or being contested in good faith (such Liens being referred to herein as "Permitted Trademark Liens"), and (ii) each Material Patent, free and clear of any Lien other than Liens of mechanics, materialmen, attorneys and other similar liens imposed by law in the ordinary course of business in connection with the establishment, creation or application for any Patent for sums not yet delinquent or being contested in good faith (such Liens being referred to herein as "Permitted Patent Liens"). Except such as may have been filed in favor of Collateral Agent relating to this Agreement except as permitted by the Financing Agreements, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including the United States Patent and Trademark Office.

(b) **Description of Collateral.** A true and complete list of all Registrations, trade names, corporate names, fictitious business names and Trademark license agreements owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, as of the date such Grantor has entered into this Agreement is set forth in Schedule I annexed

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0585

hereto. Each Registration, trade name, corporate name, fictitious business name and Trademark license designated on Schedule I annexed hereto as a Material Trademark Property, and each other Trademark, Registration or Trademark Right hereafter arising or otherwise owned, held or used by any Grantor that is material to any of such Grantor's business or operations is referred to herein as a "Material Trademark Property". A true and complete list of all Patents owned or held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, as of the date such Grantor has entered into this Agreement is set forth in Schedule II annexed hereto. Each Patent designated on Schedule II annexed hereto as a Material Patent and each other Patent hereafter arising or otherwise owned or held by such Grantor that is material to any of such Grantor's business or operations is referred to herein as a "Material Patent".

(c) **Validity and Enforceability of Collateral.** Each Material Trademark Property and each Material Patent is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and Grantor has entered into this Agreement, such Grantor is not aware of any pending or threatened claim by any third party that any Material Trademark Property or any Material Patent is invalid or unenforceable or that the use of any Material Trademark Property or any Material Patent violates the rights of any third person.

(d) **Perfection.** This Agreement together with the filing of UCC financing statements naming each Grantor as "debtor", naming Collateral Agent as "secured party" and describing the U.S. Collateral in the filing offices set forth on Schedule III annexed hereto and the recording of this Agreement with the United States Patent and Trademark Office, creates a valid, perfected and First Priority security interest in the Collateral (subject only to Permitted Patent Liens and Permitted Trademark Liens) securing the payment of the Secured Obligations, and all filings and other actions necessary to perfect and protect such security interests under the laws of the United States or any State thereunder have been or will promptly be following execution hereof duly made or taken.

(e) **Other Information.** All information hereto, herein or hereafter supplied to Collateral Agent by or on behalf of each Grantor with respect to the Collateral is accurate and complete in all material respects.

SECTION 6. Further Assurances: New Trademarks, Registrations and Trademark Rights; New Patents and Patent Applications; Certain Inspection Rights.

(a) Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, or that Collateral Agent may reasonably request, in order to perfect and protect any security interest or conditional assignment granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and

NY1-357542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

11

TRADEMARK
 REEL: 1680 FRAME: 0586

remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) at the reasonable request of Collateral Agent, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to Collateral Agent indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, or as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the grant and perfection of a security interest to Collateral Agent with respect to any Collateral, and (iv) at Collateral Agent's request, appear in and defend any action or proceeding that would reasonably be expected to affect such Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor to the extent permitted by applicable law. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Each Grantor will furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail.

(d) If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, or to any patentable inventions, or become entitled to the benefit of any U.S. patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement in any Patent, the provisions of this Agreement shall automatically apply thereto. Once per calendar year, each Grantor shall notify Collateral Agent in writing of any Registrations or Patents acquired by such Grantor during such calendar year and of any Registrations issued or applications for Registration made during such calendar year, which notice shall state whether such Registration constitutes a Material Trademark Property or whether such Patent constitutes a Material Patent. Concurrently with the filing of an application for Registration for any Trademark, or an application for any Patent the applicable Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Patent and Trademark Security Agreement, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance reasonably satisfactory to Collateral Agent, pursuant to which such Grantor shall grant a security interest to the extent of its interest in such Registration or Patent as provided herein to Collateral Agent unless so doing would, in the reasonable judgment of such

NY1-557542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

Grantor, after due inquiry, result in the grant of a Patent or Registration in the name of Collateral Agent, in which event such Grantor shall give written notice to Collateral Agent as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of such Patent or Registration.

SECTION 7. Certain Covenants of Grantors.

Each Grantor shall:

(a) notify Collateral Agent of any change in such Grantor's name, identity or corporate structure within 30 days of such change;

(b) give Collateral Agent 30 days' written notice following any change in such Grantor's chief place of business or chief executive office or the office where such Grantor keeps its records regarding the Collateral;

(c) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith;

(d) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Financing Agreements;

(e) except for Permitted Patent Liens and Permitted Trademark Liens and the security interest and conditional assignment created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person other than Lien permitted by the Financing Agreements;

(f) diligently keep reasonable records respecting the Collateral and at all times keep at least one complete set of its records concerning substantially all of the Patents and Registrations at its chief executive office or principal place of business;

(g) take all steps reasonably necessary in such Grantor's business judgment to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Patents, Trademarks and Trademark Rights;

(h) use proper statutory notice in connection with its use of each Material Patent and Material Trademark Property to the extent reasonably

necessary for the protection of such Material Patent or Material Trademark Property; and

(i) use consistent standards of high quality (which may be consistent with such Grantor's past practices or with such Grantor's business judgment) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its merchandising operations.

SECTION 8. Amounts Payable in Respect of the Collateral.

Except as otherwise provided in this Section 8, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantors in respect of the Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, at Collateral Agent's direction, shall take) such action as such Grantor may deem necessary or advisable to enforce collection of such amounts; provided, however, that Collateral Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest and the conditional assignment created hereby, and to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of Grantors, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice from Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be forthwith (and in any event within two Business Days) deposited by the Grantor in the exact form received, duly indorsed by the Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of Secured Parties only as provided in Section 16, (ii) until so turned over in accordance with the preceding subsection (i), all such amounts and proceeds received by such Grantor shall be received in trust for the benefit of Collateral Agent hereunder- and shall be segregated from other funds of Grantor and (iii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon..

SECTION 9. Patent or Trademark Applications and Litigation.

(a) Each Grantor shall have the duty diligently, to prosecute any trademark application relating to any Material Trademark Property that is pending as of the date

NY1-597542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REFL: 1680 FRAME: 0589

of this Agreement, to make federal application on any existing or future registerable but unregistered Material Trademark Property (whenever it is commercially reasonable in the reasonable judgement of such Grantor to do so), and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all reasonable acts which are necessary or desirable to preserve and maintain all rights in all Material Trademark Properties; provided, however, that Grantor shall not be obligated to prosecute or apply for registration of any Trademark or Registration that Grant determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business. Any expenses incurred in connection therewith shall be borne solely by Grantors. No Grantor shall abandon any Material Trademark Property; provided, however, that Grantor shall not be obligated to maintain any Trademark or Registration that Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business.

(b) Each Grantor shall have the duty diligently, through counsel reasonably acceptable to Collateral Agent, to prosecute any patent application relating to any Material Patent that is pending as of the date of this Agreement and to do any and all acts which are necessary or desirable to preserve and maintain all rights in all Material Patents; provided, however, that Grantor shall not be obligated to prosecute or maintain any Patent that Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business. Any expenses incurred in connection therewith shall be borne solely by Grantors. Each Grantor shall not, as to any patentable invention or Patent that constitutes or could constitute a Material Patent, abandon any pending patent application or any Patent without the prior written consent of Collateral Agent; provided, however, that Grantor shall not be obligated to prosecute or maintain any Patent that Grantor determines in its reasonable business judgment is no longer necessary or desirable in the conduct of its business.

(c) Except as provided in Section 9(e), each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Collateral Agent shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(d) Each Grantor shall promptly, following its becoming aware thereof, notify Collateral Agent of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in subsection 9(a), 9(b) or 9(c) or regarding such Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to Collateral Agent any information with respect thereto requested by Collateral Agent.

NYI-55742
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXHIBITION

TRADEMARK
 REEL: 1680 FRAME: 0590

(e) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Collateral Agent or otherwise, to enforce any Patent, Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event each Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Section 17 in connection with the exercise of its rights under this Section 9. To the extent that Collateral Agent shall elect not to bring suit to enforce any Patent, Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this Section 9(e), each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Patents, Trademarks, Registrations, Trademark Rights or Associated Goodwill by others and for that purpose agrees to diligently maintain in accordance with reasonable business practice any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION 10. Non-Disturbance Agreements, etc.

If and to the extent that any Grantor is permitted to license the Collateral, Collateral Agent shall enter into a non-disturbance agreement or other similar arrangement, at Grantors' request and expense, with such Grantor and any licensee of any Collateral permitted hereunder in form and substance reasonably satisfactory to Collateral Agent pursuant to which (a) Collateral Agent shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of Collateral Agent and the other terms of this Agreement.

SECTION 11. Collateral Agent Appointed Attorney-in-Fact.

Each Grantor hereby irrevocably appoints Collateral Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Collateral Agent or otherwise, from time to time, upon the occurrence during the continuance of an Event of Default, in Collateral Agent's reasonable discretion to take any action and to execute any instrument that Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

- (a) to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Collateral Agent in the use or maintenance of the Collateral;

NY1-557542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
 REEL: 1680 FRAME: 0591

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Collateral Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Financing Agreements) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent in its sole discretion, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand; and

(f) upon the occurrence and during the continuance of an Event of Default, (i) to execute and deliver any of the assignments or documents requested by Collateral Agent pursuant to Section 14(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and Grantors' expense, at any time or from time to time, all acts and things that Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

SECTION 12. Collateral Agent May Perform.

If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 17.

SECTION 13. Standard of Care.

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REF.: 1680 FRAME: 0592

powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property.

SECTION 14. Remedies.

If any Event of Default shall have occurred and be continuing:

(a) Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a collateral agent on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent deems appropriate, (iv) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of Grantors ~~under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of~~ Grantors to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable. Collateral Agent or any Secured Party or Interest Rate Exchanger may be the purchaser of any or all of the Collateral at any such sale and Collateral Agent, as agent for and representative of Secured Parties and Interest Rate Exchangers (but not any Secured Party or Secured Parties or Interest Rate Exchanger or Interest Rate Exchangers in its or their respective individual capacities unless Requisite Obligees shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any

NY1-357643
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0593

portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeror. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be jointly and severally liable for the deficiency and the reasonable fees of any attorneys employed by Collateral Agent to collect such deficiency.

(b) Upon written demand from Secured Party, each Grantor shall execute and deliver to Collateral Agent an assignment or assignments of the Patents, Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are requested by Collateral Agent. Each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Collateral Agent (or any Secured) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Collateral Agent, each Grantor shall make available to Collateral Agent, to the extent within each applicable Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Patents, Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Collateral Agent's behalf and to be compensated by Collateral Agent at Grantors' expense on a per diem, pro-rata basis consistent

NY1-897342
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
 REEL: 1680 FRAME: 0594

with the salary and benefit structure applicable to each as of the date of such Event of Default.

SECTION 15. Proceeds to be Turned Over to Collateral Agent.

In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 8 with respect to payments of Accounts, if an Event of Default shall occur and be continuing, upon request of the Collateral Agent, all proceeds received by the Grantor consisting of cash, checks and other near-cash items shall be held by the Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to the Collateral Agent in the exact form received by the Grantor (duly indorsed by the Grantor to the Collateral Agent, if required) and held by the Collateral Agent in a Collateral Account maintained under the Intercreditor Agreement. All proceeds while held by the Collateral Agent in a Collateral Account (or by the Grantor in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 16.

SECTION 16. Application of Proceeds.

Except as expressly provided elsewhere in this Agreement, all proceeds held in any Collateral Account and all other proceeds received by Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in subsection 3 of the Intercreditor Agreement.

SECTION 17. Indemnity and Expenses.

(a) Grantors jointly and severally agree to indemnify Collateral Agent, each Secured Party and each Interest Rate Exchanger from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Collateral Agent's or such Secured Party's or Interest Rate Exchanger's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantors jointly and severally agree to pay to Collateral Agent promptly following written demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

rights of Collateral Agent hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

(c) The obligations of Grantors in this Section 17 shall survive the termination of this Agreement and the discharge of Grantors' other obligations under this Agreement, the Interest Rate Agreements, the Credit Agreement and the other Loan Documents.

SECTION 18. Continuing Security Interest; Transfer of Loans.

This Agreement shall create a continuing security interest in and conditional assignment of the Collateral effective only upon the occurrence and during the continuance of an Event of Default and shall (a) remain in full force and effect until the payment in full of the Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (b) be binding upon Grantors and their respective successors and assigns, and (c) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the provisions of subsection 10.1 of the Credit Agreement and subsection 10.1 of the AXEL Credit Agreement, any Secured Party may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Secured Parties herein or otherwise. Upon the payment in full of all Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantors. Upon any such termination Collateral Agent will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination in accordance with the terms of the Intercreditor Agreement.

SECTION 19. Collateral Agent as Administrative Agent.

(a) Collateral Agent has been appointed to act as Collateral Agent hereunder by CA Administrative Agent on behalf of the Credit Agreement Lenders and AXEL Administrative Agent on behalf of the AXEL Lenders pursuant to the Intercreditor Agreement and, by their acceptance of the benefits hereof, Interest Rate Exchangers, and shall be entitled to the benefits of the Intercreditor Agreement. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including without limitation the release or substitution of Collateral), solely in

NY1-357542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0596

accordance with this Agreement and the Intercreditor Agreement; provided that Collateral Agent shall exercise, or refrain from exercising, any remedies provided for in Section 14 in accordance with the instructions of (i) Requisite Lenders or (ii) after payment in full of all Financing Agreement Obligations under the Financing Agreements and any other Loan Documents, the holders of a majority of the aggregate notional amount (or, with respect to any Lender Interest Rate Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Lender Interest Rate Agreement) under all Lender Interest Rate Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "Requisite Obligees"). In furtherance of the foregoing provisions of this Section 19(a), each Interest Rate Exchanger, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Interest Rate Exchanger that all rights and remedies hereunder may be exercised solely by Collateral Agent for the benefit of Secured Parties and Interest Rate Exchangers in accordance with the terms of this Section 19(a).

(b) Collateral Agent shall at all times be the same Person that is appointed Collateral Agent under the Intercreditor Agreement. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Intercreditor Agreement. Upon the acceptance of any appointment as Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent hereunder.

SECTION 20. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Collateral Agent and, in the case of any such amendment or modification, by Grantors; provided that any amendment hereto pursuant to Section 22 or Section 6(c) shall be effective upon

NY1-557542
 SUBSIDIARY PATENT AND
 TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
 REEL: 1680 FRAME: 0597

execution by any Additional Grantor and Grantors hereby waive any requirement of notice of or consent to any such amendment. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 21. Notices.

Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex (with received answerback), or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Collateral Agent or Grantor shall not be effective until received. For the purposes hereof, the address of each party hereto shall be provided in subsection 10.8 of the Credit Agreement or subsection 10.8 of the AXEL Credit Agreement, or as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

SECTION 22. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 23. Additional Grantors.

From time to time subsequent to the date hereof, Subsidiaries of Company may become parties hereto as additional Grantors (each an "Additional Grantor") by executing an acknowledgement to this Agreement substantially in the form of Schedule IV annexed hereto. Upon delivery of any such acknowledgment to Collateral Agent and Secured Party, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

NY1317542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0598

SECTION 24. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 25. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 26. Governing Law; Term.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined.

SECTION 27. Consent to Jurisdiction and Service of Process.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY

(I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;

(II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS;

NY1-3575-1
SECONDARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXCUTION

TRADEMARK
REEL: 1680 FRAME: 0599

(II) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 21;

(IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

(V) AGREES THAT COLLATERAL AGENT RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND

(VI) AGREES THAT THE PROVISIONS OF THIS SECTION 25 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.

SECTION 28. Waiver of Jury Trial.

GRANTORS AND COLLATERAL AGENT HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Grantor and Collateral Agent acknowledge that this waiver is a material inducement for Grantors and Collateral Agent to enter into a business relationship, that Grantors and Collateral Agent have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each Grantor and Collateral Agent further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 28 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

NY1-557542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REFIL: 1680 FRAME: 0600

SECTION 29. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]


NVI-557643
SUMMARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

TRADEMARK
REEL: 1680 FRAME: 0601

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**THE SEALY MATTRESS COMPANY OF
PUERTO RICO
OHIO-SEALY MATTRESS
MANUFACTURING CO., INC.
OHIO-SEALY MATTRESS
MANUFACTURING CO. -- FORT WORTH
OHIO-SEALY MATTRESS
MANUFACTURING CO.
OHIO-SEALY MATTRESS
MANUFACTURING CO. -- HOUSTON
SEALY MATTRESS COMPANY OF
MICHIGAN, INC.
SEALY MATTRESS MANUFACTURING
COMPANY OF KANSAS CITY, INC.
SEALY OF MARYLAND AND VIRGINIA,
INC.
SEALY MATTRESS COMPANY OF
ILLINOIS
A. BRANDWEIN & COMPANY
SEALY MATTRESS COMPANY OF
ALBANY, INC.
SEALY OF MINNESOTA, INC.
SEALY MATTRESS COMPANY OF
MEMPHIS
THE OHIO MATTRESS COMPANY
LICENSING AND COMPONENTS GROUP
SEALY MATTRESS MANUFACTURING
COMPANY, INC.
SEALY, INC.
THE STEARNS & FOSTER BEDDING
COMPANY
THE STEARNS & FOSTER UPHOLSTERY
FURNITURE COMPANY**

By: 
Name:
Title:

NY1-337542
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

S-1

TRADEMARK
REEL: 1680 FRAME: 0602



Notice Address for Grantors:

**Sealy Corporation
Halle Building, 10th Floor
1228 Euclid Avenue
Cleveland, Ohio 44115
Attention: Ronald Stolle
Telephone: (216) 522-1310
Facsimile: (216) 736-8172**

with a copy to:

**Bain Capital, Inc.
Two Copley Place
Boston, MA 02116
Attention: Michael Krupka
Paige Daly
Telephone: (617) 572-2753
(617) 572-3261
Facsimile: (617) 572-3274**

and:

**Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: Linda Riley Myers
Telephone: (312) 861-2322
Facsimile: (312) 861-2200**

**NY1-15254
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT**

S-2

EXECUTION

**TRADEMARK
REEL: 1680 FRAME: 0603**

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By: *Steve Hannan*
Name:
Title:

Notice Address:

**Morgan Guaranty of New York
60 Wall Street
New York, New York 10260
Attention: Steve Hannan
Vice President
Telephone: (212) 648-7679
Facsimile: (212) 648-5005**

with a copy to:

**Morgan Guaranty of New York
c/o J.P. Morgan Services Inc.
500 Stanton Christiana Road
Newark, DE 19713
Attention: Nicole Pedicone
Credit Administrator
Telephone: (302) 634-1912
Facsimile: (302) 634-4300**

NYU-557543
SUBSIDIARY PATENT AND
TRADEMARK SECURITY AGREEMENT

EXECUTION

S-3

RECORDED: 12/30/1997

TRADEMARK
REEL: 1680 FRAME: 0604