

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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):
SLEEPMASTER LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company - New Jersey

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

2. Name and address of receiving party(ies)
Name: National Bedding Company L.L.C.
Internal Address: Suite 250
Street Address: 5401 Trillium Boulevard
City: Hoffman Estates State: IL Zip: 60192

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company - Illinois

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 _____

Execution Date: February 25, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,090,967
and 409,026

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wenyu T. Blanchard/Eric Mansell
Internal Address: SONNENSCHNEIN, NATH
& ROSENTHAL LLP

Street Address: P.O. Box #061080
Wacker Drive Station, Sears Tower

City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 2

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

Enclosed
 Authorized to be charged to American Express Account - PTO 2038 Enclosed

8. Deposit account number:
19-3140 - Deficiency in Enclosed Fee

DO NOT USE THIS SPACE

9. Signature.

Wenyu T. Blanchard, Esq. Wenyu T. Blanchard July 9, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

OP \$65.00 2090967

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Agreement*") is made this 25th day of February, 2003, by and among, SLEEPMASTER LLC, a New Jersey limited liability company, ("*Assignor*"), and National Bedding Company L.L.C. ("*Assignee*"). All capitalized terms used herein shall have the same meanings ascribed to them in the Contribution and Acquisition Agreement dated November 22, 2002, by and among the Assignee, The Official Committee of Unsecured Creditors, Sleepmaster Holdings, L.L.C. (the "*Company*"), Sleepmaster L.L.C. and its Subsidiaries as set forth on Appendix I therein (the "*Contribution & Acquisition Agreement*").

WHEREAS, pursuant to the Contribution & Acquisition Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, all ownership, license or other right, title and interest in and to, including the right to recover any and all past and future damages from infringement, all United States, state, and foreign trademarks, trade dress, logos, trade names, service marks, service names, together with all translations, adaptations, derivations, and combinations thereof, and registrations, applications for registration, and renewals thereof and foreign counterparts thereof listed on the annexed Schedule A and any not listed therein, and related licenses and other agreements used or held for use in connection with the Assignor's business (collectively, the "*Marks*"), together with all of the associated and goodwill of the Assignor's business symbolized by said Marks.

NOW, THEREFORE BE IT RESOLVED, that in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign as of the first date written above to the Assignee all right, title and interest in, to and under said Marks and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks; and together with the entire business or portion thereof to which the Marks pertain; and together with all causes of action for the infringement of such Marks.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Contribution and Acquisition Agreement (including, without limitation, Section 3.2, 6.28 and 11.3 thereof). In the event of any inconsistencies between the terms of this Agreement and those of the Contribution and Acquisition Agreement, the terms of the Contribution and Acquisition Agreement shall be controlling.

ASSIGNEE AND ASSIGNOR AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE MARKS, AND ASSIGNOR AND ASSIGNEE EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION

*Remainder of the Page Intentionally Left Blank.
Signature Pages Follow.*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first above written.

Assignor:

SLEEPMASTER L.L.C.

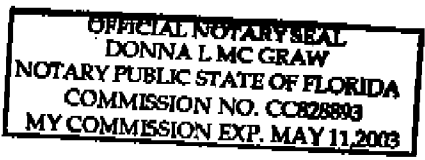
By: Les Breiland
Name: LES BREILAND
Title: CFO

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

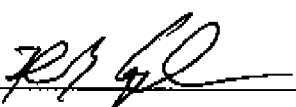
Be it remembered on this 17th day of February, 2003, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared LES BREILAND, to me known, who being by me duly sworn according to law, on her oath does depose and make proof of my satisfaction that he was at the time of the execution thereof an individual residing at FLORIDA, the assignor in the foregoing instrument; and that she signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Donna L. McGraw
Notary Public



Assignee:

NATIONAL BEDDING COMPANY L.L.C.

By: 
Name: _____
Title: _____

SCHEDULE "A"

U.S. Federal Registrations				
SPINAL COMFORT	2,090,967 Aug. 26, 1997	Sleepmaster L.L.C.	First Union National Bank, as Administrative Agent (By Notice of Grant of Security Interest at Reel/Frame 1920/0891 as of June 28, 1999)	20 - Mattresses and mattress foundations
SLEEPMASTER (Stylized Letters)	409,026 September 12, 1944	Sleepmaster Products Company, Inc.	Sleepmaster, L.L.C. (By Release of Trademark Security Agreement at Reel/Frame 1969/0167 on September 30, 1999)	20 - Mattresses; bed springs; box springs; springs used in the manufacture of upholstered furniture, pillows, studio couches, sofa beds, metal beds, wooden beds; cushions for seats, backs, and arms of furniture; folding cots; gliding couch hammocks; sponge rubber and synthetic rubber products used as fillers for the finished products aforesaid; upholstered arm chairs; and upholstered sofas
State Registrations				
SLEEPMASTER (Ohio)	5,391 December 14, 1976	Sleepmaster Products Co., Inc. Newark, NJ	Sleepmaster Products Co., Inc. Newark, NJ	20 - Furniture and upholstery
SLEEPMASTER (North Dakota)	5,519,800 December 8, 1943 Renewed July 5, 1985	Sleepmaster Products Co., Inc. Newark, NJ	Sleepmaster Products Co., Inc. Newark, NJ	20 - Box Springs and mattresses

Foreign Registrations				
ADAPTA-FLEX (Canada)	TMA378,459 January 18, 1991	Sleepmaster Limited	Sleepmaster Limited	1 - Mattresses
SLEEPMASTER (Canada)	TMA192,817 July 27, 1973 Renewed July 27, 1988	Sleepmaster Limited	Sleepmaster Limited	1 - Mattresses, box springs, pillows and cushion forms
MULTIKWILT (Canada)	TMA192,816 July 27, 1973 Renewed July 27, 1988	Sleepmaster Limited	Sleepmaster Limited	1 - Mattresses, box springs, pillows and cushion forms