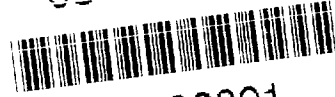


08-22-2003



102532391

8-22-03

Tab settings

To the Honorable Commiss:

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):
Foamex L.P.

8-22-03

- Individual(s)
- Association
- Corporation-**Delaware**
- Other -

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

3. Nature of conveyance:

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

Execution Date: **August 18, 2003**

2. Name and address of receiving party(ies)
Name: **Bank of America, N.A., as Administrative Agent**

Internal Address: _____

Street Address: **335 Madison Avenue**

City: **New York** State: **NY** Zip: **10017**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____

- Limited Partnership
- Corporation-State **A National Association**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
See attached schedule

B. Trademark Registration No.(s)
See attached schedule

Additional number(s) attached Yes No

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

Name: **Santo Manna, Esq.**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **120**

7. Total fee (37 CFR 3.41)..... \$ **3015.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Santo Manna, Esq.

August 18, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **26**

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

08/25/2003 6TON11 0000037 500675 959603

01 FC:6321 40.00 BA
02 FC:6322 2973.00 BA

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|--------------------------------|------------------|-------------------|-------------|
| United States of America | ACQUELL | 959603 | 29-May-73 | Foamex L.P. |
| United States of America | ANATOMIC SLEEP SUPPORT SURFACE | 2177233 | 28-Jul-98 | Foamex L.P. |
| United States of America | AQUAZONE | 2158721 | 19-May-98 | Foamex L.P. |
| United States of America | ARESTO | 2709417 | 22-Apr-03 | Foamex L.P. |
| United States of America | BASELINE DESIGN | 2577342 | 11-Jun-02 | Foamex L.P. |
| United States of America | BODY ZONE | 1797017 | 5-Oct-93 | Foamex L.P. |
| United States of America | CHAMBER TECHNOLOGY & Design | 2354599 | 6-Jun-00 | Foamex L.P. |
| United States of America | COMFORT CLINIC | 1841861 | 28-Jun-94 | Foamex L.P. |
| United States of America | COMFORT SLEEPER | 1900671 | 20-Jun-95 | Foamex L.P. |
| United States of America | COMFORT SLEEPER & Design | 1371327 | 19-Nov-85 | Foamex L.P. |
| United States of America | COMFORT STYLES | 2214894 | 29-Dec-98 | Foamex L.P. |
| United States of America | CPC | 2410408 | 5-Dec-00 | Foamex L.P. |
| United States of America | CUSTOMFIT | 1926941 | 17-Oct-95 | Foamex L.P. |
| United States of America | DREAM CONCEPTS | 1516407 | 13-Dec-88 | Foamex L.P. |
| United States of America | DREAM REST | 1935445 | 14-Nov-95 | Foamex L.P. |
| United States of America | DREAM SLEEPER | 2088085 | 12-Aug-97 | Foamex L.P. |
| United States of America | DRI-FAST | 1456545 | 8-Sep-87 | Foamex L.P. |
| United States of America | ENVIRO-CURE | 1832201 | 19-Apr-94 | Foamex L.P. |
| United States of America | EVA-DRI | 1360538 | 17-Sep-85 | Foamex L.P. |
| United States of America | FLOORTEX (Stylized) | 108023 | 11-Jan-16 | Foamex L.P. |
| United States of America | FOAMEX | 632455 | 14-Aug-56 | Foamex L.P. |
| United States of America | FOAMEX | 414598 | 19-Jun-45 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2333347 | 21-Mar-00 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2364439 | 4-Jul-00 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2611514 | 27-Aug-02 | Foamex L.P. |
| United States of America | FOAMEX and Design | 2538935 | 19-Feb-02 | Foamex L.P. |
| United States of America | FORMACELL | 2272225 | 24-Aug-99 | Foamex L.P. |
| United States of America | FORMALUX | 2241728 | 27-Apr-99 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0868

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|------------------------|------------------|-------------------|-------------|
| United States of America | GFC | 818086 | 8-Nov-66 | Foamex L.P. |
| United States of America | GFC | 1415114 | 28-Oct-86 | Foamex L.P. |
| United States of America | GFC & Design | 1394425 | 20-May-86 | Foamex L.P. |
| United States of America | HYFONIC I | 1570939 | 12-Dec-89 | Foamex L.P. |
| United States of America | NEXOL | 2170352 | 30-Jun-98 | Foamex L.P. |
| United States of America | POLYFOAM | 628471 | 12-Jun-56 | Foamex L.P. |
| United States of America | POWERBOND 200 | 2104014 | 7-Oct-97 | Foamex L.P. |
| United States of America | POWERTHANE | 2298501 | 7-Dec-99 | Foamex L.P. |
| United States of America | PROTECTAIR | 1016884 | 29-Jul-75 | Foamex L.P. |
| United States of America | PYRELL | 928907 | 15-Feb-72 | Foamex L.P. |
| United States of America | PYROCUSHION | 1394867 | 27-May-86 | Foamex L.P. |
| United States of America | QUILTFLEX | 2539702 | 19-Feb-02 | Foamex L.P. |
| United States of America | QYLITE | 2703026 | 1-Apr-03 | Foamex L.P. |
| United States of America | REFLEX | 2129337 | 13-Jan-98 | Foamex L.P. |
| United States of America | REFLEX CORE | 2508035 | 13-Nov-01 | Foamex L.P. |
| United States of America | REFLEX FIL | 2592362 | 9-Jul-02 | Foamex L.P. |
| United States of America | REFLEX HR | 2483503 | 28-Aug-01 | Foamex L.P. |
| United States of America | REFLEX WRAP | 2505496 | 6-Nov-01 | Foamex L.P. |
| United States of America | RESILITEX | 2730770 | 24-Jun-03 | Foamex L.P. |
| United States of America | RETIX | 2474802 | 7-Aug-01 | Foamex L.P. |
| United States of America | SENSUS | 2626728 | 24-Sep-02 | Foamex L.P. |
| United States of America | SHAPING THINGS TO COME | 2091360 | 26-Aug-97 | Foamex L.P. |
| United States of America | SIF | 1151039 | 14-Apr-81 | Foamex L.P. |
| United States of America | SIF FELT | 1676775 | 25-Feb-92 | Foamex L.P. |
| United States of America | SINGLE-CELL (Design) | 961172 | 19-Jun-73 | Foamex L.P. |
| United States of America | SLEEP SOLUTIONS | 2226404 | 23-Feb-99 | Foamex L.P. |
| United States of America | SMT | 2027420 | 31-Dec-96 | Foamex L.P. |
| United States of America | SONATEK | 1455317 | 1-Sep-87 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0869

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|------------------------------|------------------|-------------------|-------------|
| United States of America | SPECTRUM | 2478263 | 14-Aug-01 | Foamex L.P. |
| United States of America | SPECTROSEAL | 2595217 | 16-Jul-02 | Foamex L.P. |
| United States of America | SPECTROSEAL | 2658043 | 10-Dec-02 | Foamex L.P. |
| United States of America | STAT-SAFE | 1789403 | 24-Aug-93 | Foamex L.P. |
| United States of America | THERASLEEP | 2094103 | 9-Sep-97 | Foamex L.P. |
| United States of America | ULTRA-MAX BY CRAIN | 1253759 | 11-Oct-83 | Foamex L.P. |
| United States of America | ULTRAPLUSH | 2637631 | 15-Oct-02 | Foamex L.P. |
| United States of America | VELVE | 1022669 | 14-Oct-75 | Foamex L.P. |
| United States of America | VERTIFOAM | 1414737 | 28-Oct-86 | Foamex L.P. |
| United States of America | VITALITY | 2094468 | 9-Sep-97 | Foamex L.P. |
| United States of America | ADDING COMFORT TO EVERY STEP | 2584866 | 25-Jun-02 | Foamex L.P. |
| United States of America | BARRIERBOND | 2104229 | 7-Oct-97 | Foamex L.P. |
| United States of America | BERBER-MATE | 1994115 | 13-Aug-96 | Foamex L.P. |
| United States of America | BLACK DIAMOND | 2059944 | 6-May-97 | Foamex L.P. |
| United States of America | COMFORTGARD | 2358687 | 13-Jun-00 | Foamex L.P. |
| United States of America | COMFORTWEAR | 1897031 | 30-May-95 | Foamex L.P. |
| United States of America | C COMFORTWEAR & Design | 1897032 | 30-May-95 | Foamex L.P. |
| United States of America | CRUSH PROTECTOR | 2061118 | 13-May-97 | Foamex L.P. |
| United States of America | DOUBLESET | 2693416 | 4-Mar-03 | Foamex L.P. |
| United States of America | F FOCUS & Design | 1391691 | 29-Apr-86 | Foamex L.P. |
| United States of America | FOCUS | 1386883 | 18-Mar-86 | Foamex L.P. |
| United States of America | GENERAL FELT INDUSTRIES | 1512844 | 15-Nov-88 | Foamex L.P. |
| United States of America | GFI | 1206771 | 31-Aug-82 | Foamex L.P. |
| United States of America | GFI & Design | 1206770 | 31-Aug-82 | Foamex L.P. |
| United States of America | HUSHSTEP | 2548381 | 12-Mar-02 | Foamex L.P. |
| United States of America | LAMI-MATE | 2349697 | 16-May-00 | Foamex L.P. |
| United States of America | LUXURYBOND | 2063085 | 20-May-97 | Foamex L.P. |
| United States of America | MASTERBOND | 2050857 | 8-Apr-97 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0870

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|--|------------------|-------------------|-------------|
| United States of America | MATRIX | 1156484 | 2-Jun-81 | Foamex L.P. |
| United States of America | NZX | 1145505 | 6-Jan-81 | Foamex L.P. |
| United States of America | NZX (Stylized) | 1148063 | 3-Mar-81 | Foamex L.P. |
| United States of America | PASSION | 2577938 | 11-Jun-02 | Foamex L.P. |
| United States of America | PILLOWFLEX | 2738990 | 26-Jun-01 | Foamex L.P. |
| United States of America | PLUSH LIFE | 2104234 | 7-Oct-97 | Foamex L.P. |
| United States of America | PLUSHMATE | 2331050 | 21-Mar-00 | Foamex L.P. |
| United States of America | PLUSHSTEP | 2047806 | 25-Mar-97 | Foamex L.P. |
| United States of America | RUB-TEX | 614585 | 18-Oct-55 | Foamex L.P. |
| United States of America | SOFTTOUCH | 2063353 | 20-May-97 | Foamex L.P. |
| United States of America | SPILLTRAP | 2402718 | 7-Nov-00 | Foamex L.P. |
| United States of America | HEEL-EASE | 1940608 | 12-Dec-95 | Foamex L.P. |
| United States of America | K-9 KOUCH | 1720330 | 29-Sep-92 | Foamex L.P. |
| United States of America | MULTI-ZONE | 2704752 | 8-Apr-02 | Foamex L.P. |
| United States of America | SUPPORT SURFACES DESIGNED TO MATCH THE HUMAN ANATOMY | 2700535 | 25-Mar-03 | Foamex L.P. |
| United States of America | SMOOTHBOND | 2688809 | 19-Feb-03 | Foamex L.P. |

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|---|------------------|-------------------|-------------|
| United States of America | AEROFONIC | 78/103881 | 21-Jan-02 | Foamex L.P. |
| United States of America | HYCEL * | 78/084545 | 19-Sep-01 | Foamex L.P. |
| United States of America | INSTANT KING * | 78/090410 | 26-Oct-01 | Foamex L.P. |
| United States of America | REFLEX * | 78/097514 | 10-Dec-01 | Foamex L.P. |
| United States of America | REFLEX MR * | 75/592788 | 20-Nov-98 | Foamex L.P. |
| United States of America | SCOTTFELT * | 76/221286 | 7-Mar-01 | Foamex L.P. |
| United States of America | SUITES | 76/063082 | 5-Jun-00 | Foamex L.P. |
| United States of America | ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY | 78/134492 | 10-Jun-02 | Foamex L.P. |
| United States of America | BECAUSE SLEEP IS IMPORTANT * | 78/250432 | 15-May-03 | Foamex L.P. |
| United States of America | BODYZONE * | 78/250881 | 16-May-03 | Foamex L.P. |
| United States of America | CELLULEX * | 78/118738 | 1-Apr-02 | Foamex L.P. |
| United States of America | DRIVE SOFTLY | 78/124395 | 26-Apr-02 | Foamex L.P. |
| United States of America | NEXOL * | 78/186017 | 18-Nov-02 | Foamex L.P. |
| United States of America | REFLEX PLUS * | 78/229073 | 24-Mar-03 | Foamex L.P. |
| United States of America | REFLEX PLUS * | 78/236728 | 11-Apr-03 | Foamex L.P. |
| United States of America | THE FEELING IS ANATOMIC | 78/134483 | 10-Jun-02 | Foamex L.P. |
| United States of America | VP TECHNOLOGY * | 78/250442 | 15-May-03 | Foamex L.P. |
| United States of America | CELLULEX * | 78/272579 | 10-Jul-03 | Foamex L.P. |
| United States of America | COMFORT SLEEPER * | 78/272461 | 10-Jul-03 | Foamex L.P. |
| United States of America | SLEEP SOLUTIONS * | 78/272462 | 10-Jul-03 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0872

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2003, by Foamex L.P. ("*Foamex*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each, including Foamex, a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Bank of America, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with any successor administrative agent, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August __, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") entered into among the Grantors, the financial institutions from time to time party thereto as lenders (the "*Lenders*"), the Administrative Agent, Banc of America Securities LLC and GECC Capital Markets Group, Inc., as co-lead arrangers, Banc of America Securities LLC, as sole book manager and General Electric Capital Corporation, as syndication agent, and Congress Financial Corporation (Central) and Bank One, N.A., as co-documentation agents, the Lenders have severally agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or Annex A thereto or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or Annex A thereto or the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a

lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto; *provided, however*, that the foregoing grant of security interest shall not include any "intent-to-use" based application for a Trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

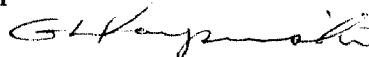
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FOAMEX L.P.

By: FMXI, Inc., its Managing General
Partner



By: _____

Name: **George L. Karpinski**

Title: **Vice President**

FMXI, INC.



By: _____

Name: **George L. Karpinski**

Title: **Vice President**

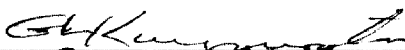
FOAMEX INTERNATIONAL INC.

By: 

Name: **George L. Karpinski**

Title: **Senior Vice President**

FOAMEX CAPITAL CORPORATION

By: 

Name: **George L. Karpinski**

Title: **Vice President**

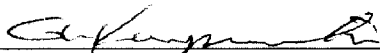
FOAMEX LATIN AMERICA, INC.

By: 

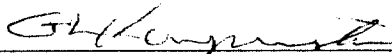
Name: **George L. Karpinski**

Title: **Vice President**

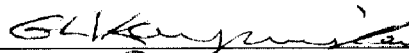
FOAMEX MEXICO, INC.

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

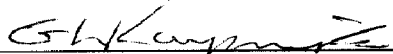
FOAMEX MEXICO II, INC.

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

FOAMEX ASIA, INC.

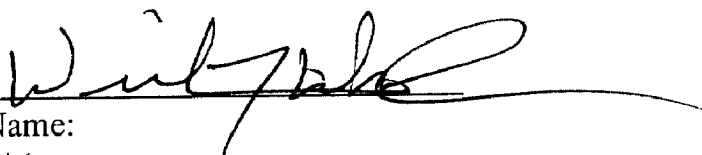
By: 
Name: George L. Karpinski
Title: Vice President

FOAMEX CARPET CUSHION LLC

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

Accepted and Agreed:

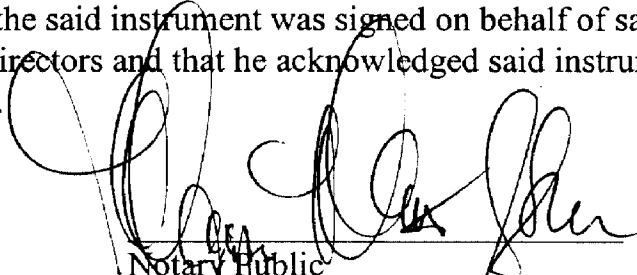
BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX L.P., By: FMXI, Inc., its Managing General Partner, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

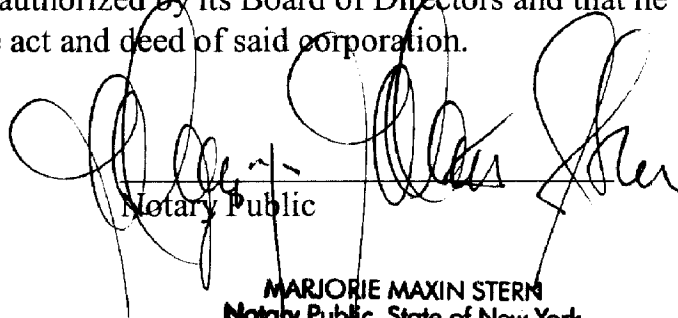


Notary Public
MIRJUKIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FMXI, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



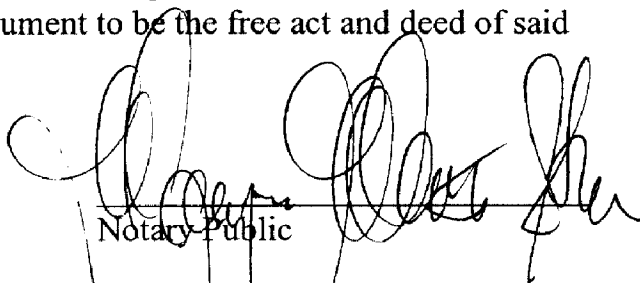
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2021

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX INTERNATIONAL INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



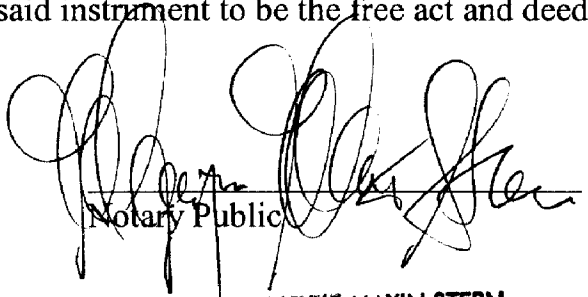
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX CAPITAL CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



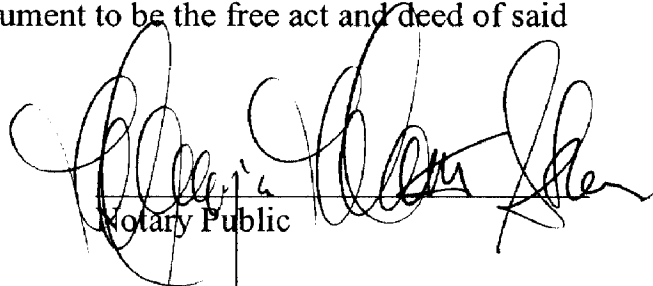
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2018

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. Karpinski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX LATIN AMERICA, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



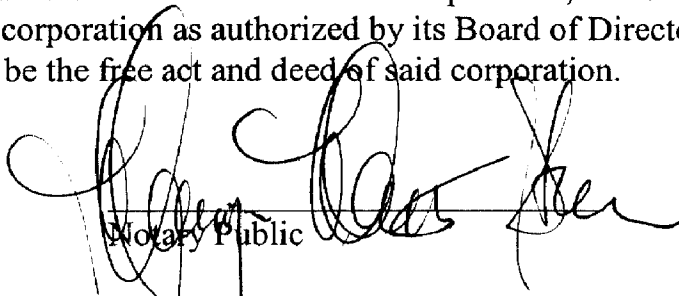
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2004

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. Karpinski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX MEXICO, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



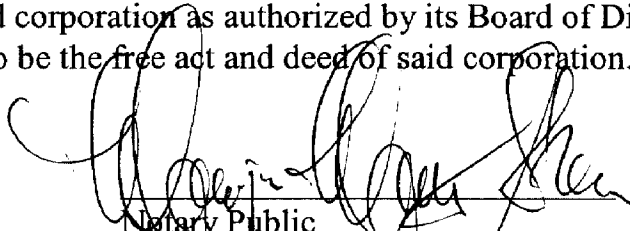
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

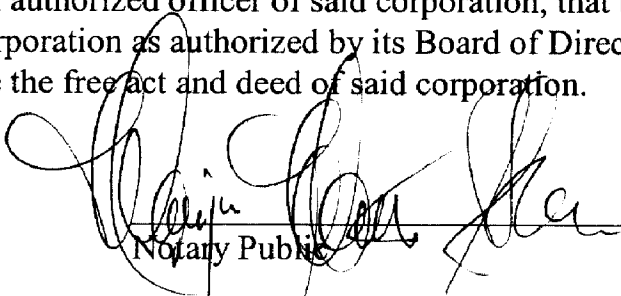
On this 14th day of August, 2003 before me personally appeared Bobby C. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX MEXICO II, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared GEORGE L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX ASIA, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



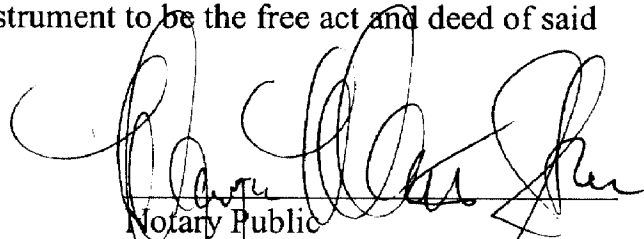
Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2004

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of August, 2003 before me personally appeared George L. KARPINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FOAMEX CARPET CUSHION LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MARJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2004

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

- A. REGISTERED TRADEMARKS
Including Mark Reg. No. and Date
- B. TRADEMARK APPLICATIONS

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|--------------------------------|------------------|-------------------|-------------|
| United States of America | ACQUELL | 959603 | 29-May-73 | Foamex L.P. |
| United States of America | ANATOMIC SLEEP SUPPORT SURFACE | 2177233 | 28-Jul-98 | Foamex L.P. |
| United States of America | AQUAZONE | 2158721 | 19-May-98 | Foamex L.P. |
| United States of America | ARESTO | 2709417 | 22-Apr-03 | Foamex L.P. |
| United States of America | BASELINE DESIGN | 2577342 | 11-Jun-02 | Foamex L.P. |
| United States of America | BODY ZONE | 1797017 | 5-Oct-93 | Foamex L.P. |
| United States of America | CHAMBER TECHNOLOGY & Design | 2354599 | 6-Jun-00 | Foamex L.P. |
| United States of America | COMFORT CLINIC | 1841861 | 28-Jun-94 | Foamex L.P. |
| United States of America | COMFORT SLEEPER | 1900671 | 20-Jun-95 | Foamex L.P. |
| United States of America | COMFORT SLEEPER & Design | 1371327 | 19-Nov-85 | Foamex L.P. |
| United States of America | COMFORT STYLES | 2214894 | 29-Dec-98 | Foamex L.P. |
| United States of America | CPC | 2410408 | 5-Dec-00 | Foamex L.P. |
| United States of America | CUSTOMFIT | 1926941 | 17-Oct-95 | Foamex L.P. |
| United States of America | DREAM CONCEPTS | 1516407 | 13-Dec-88 | Foamex L.P. |
| United States of America | DREAM REST | 1935445 | 14-Nov-95 | Foamex L.P. |
| United States of America | DREAM SLEEPER | 2088085 | 12-Aug-97 | Foamex L.P. |
| United States of America | DRI-FAST | 1456545 | 8-Sep-87 | Foamex L.P. |
| United States of America | ENVIRO-CURE | 1832201 | 19-Apr-94 | Foamex L.P. |
| United States of America | EVA-DRI | 1360538 | 17-Sep-85 | Foamex L.P. |
| United States of America | FLOORTEX (Stylized) | 108023 | 11-Jan-16 | Foamex L.P. |
| United States of America | FOAMEX | 632455 | 14-Aug-56 | Foamex L.P. |
| United States of America | FOAMEX | 414598 | 19-Jun-45 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2333347 | 21-Mar-00 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2364439 | 4-Jul-00 | Foamex L.P. |
| United States of America | FOAMEX & Design | 2611514 | 27-Aug-02 | Foamex L.P. |
| United States of America | FOAMEX and Design | 2538935 | 19-Feb-02 | Foamex L.P. |
| United States of America | FORMACELL | 2272225 | 24-Aug-99 | Foamex L.P. |
| United States of America | FORMALUX | 2241728 | 27-Apr-99 | Foamex L.P. |

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|------------------------|------------------|-------------------|-------------|
| United States of America | GFC | 818086 | 8-Nov-66 | Foamex L.P. |
| United States of America | GFC | 1415114 | 28-Oct-86 | Foamex L.P. |
| United States of America | GFC & Design | 1394425 | 20-May-86 | Foamex L.P. |
| United States of America | HYFONIC I | 1570939 | 12-Dec-89 | Foamex L.P. |
| United States of America | NEXOL | 2170352 | 30-Jun-98 | Foamex L.P. |
| United States of America | POLYFOAM | 628471 | 12-Jun-56 | Foamex L.P. |
| United States of America | POWERBOND 200 | 2104014 | 7-Oct-97 | Foamex L.P. |
| United States of America | POWERTHANE | 2298501 | 7-Dec-99 | Foamex L.P. |
| United States of America | PROTECTAIR | 1016884 | 29-Jul-75 | Foamex L.P. |
| United States of America | PYRELL | 928907 | 15-Feb-72 | Foamex L.P. |
| United States of America | PYROCUSSION | 1394867 | 27-May-86 | Foamex L.P. |
| United States of America | QUILTFLEX | 2539702 | 19-Feb-02 | Foamex L.P. |
| United States of America | QYLITE | 2703026 | 1-Apr-03 | Foamex L.P. |
| United States of America | REFLEX | 2129337 | 13-Jan-98 | Foamex L.P. |
| United States of America | REFLEX CORE | 2508035 | 13-Nov-01 | Foamex L.P. |
| United States of America | REFLEX FIL | 2592362 | 9-Jul-02 | Foamex L.P. |
| United States of America | REFLEX HR | 2483503 | 28-Aug-01 | Foamex L.P. |
| United States of America | REFLEX WRAP | 2505496 | 6-Nov-01 | Foamex L.P. |
| United States of America | RESILITEX | 2730770 | 24-Jun-03 | Foamex L.P. |
| United States of America | RETIX | 2474802 | 7-Aug-01 | Foamex L.P. |
| United States of America | SENSUS | 2626728 | 24-Sep-02 | Foamex L.P. |
| United States of America | SHAPING THINGS TO COME | 2091360 | 26-Aug-97 | Foamex L.P. |
| United States of America | SIF | 1151039 | 14-Apr-81 | Foamex L.P. |
| United States of America | SIF FELT | 1676775 | 25-Feb-92 | Foamex L.P. |
| United States of America | SINGLE-CELL (Design) | 9611772 | 19-Jun-73 | Foamex L.P. |
| United States of America | SLEEP SOLUTIONS | 2226404 | 23-Feb-99 | Foamex L.P. |
| United States of America | SMT | 2027420 | 31-Dec-96 | Foamex L.P. |
| United States of America | SONATEK | 1455317 | 1-Sep-87 | Foamex L.P. |

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|------------------------------|------------------|-------------------|-------------|
| United States of America | SPECTRUM | 2478263 | 14-Aug-01 | Foamex L.P. |
| United States of America | SPECTROSEAL | 2595217 | 16-Jul-02 | Foamex L.P. |
| United States of America | SPECTROSEAL | 2658043 | 10-Dec-02 | Foamex L.P. |
| United States of America | STAT-SAFE | 1789403 | 24-Aug-93 | Foamex L.P. |
| United States of America | THERASLEEP | 2094103 | 9-Sep-97 | Foamex L.P. |
| United States of America | ULTRA-MAX BY CRAIN | 1253759 | 11-Oct-83 | Foamex L.P. |
| United States of America | ULTRAPLUSH | 2637631 | 15-Oct-02 | Foamex L.P. |
| United States of America | VELVE | 1022669 | 14-Oct-75 | Foamex L.P. |
| United States of America | VERTIFOAM | 1414737 | 28-Oct-86 | Foamex L.P. |
| United States of America | VITALITY | 2094468 | 9-Sep-97 | Foamex L.P. |
| United States of America | ADDING COMFORT TO EVERY STEP | 2584866 | 25-Jun-02 | Foamex L.P. |
| United States of America | BARRIERBOND | 2104229 | 7-Oct-97 | Foamex L.P. |
| United States of America | BERBER-MATE | 1994115 | 13-Aug-96 | Foamex L.P. |
| United States of America | BLACK DIAMOND | 2059944 | 6-May-97 | Foamex L.P. |
| United States of America | COMFORTGARD | 2358687 | 13-Jun-00 | Foamex L.P. |
| United States of America | COMFORTWEAR | 1897031 | 30-May-95 | Foamex L.P. |
| United States of America | C COMFORTWEAR & Design | 1897032 | 30-May-95 | Foamex L.P. |
| United States of America | CRUSH PROTECTOR | 2061118 | 13-May-97 | Foamex L.P. |
| United States of America | DOUBLESET | 2693416 | 4-Mar-03 | Foamex L.P. |
| United States of America | F FOCUS & Design | 1391691 | 29-Apr-86 | Foamex L.P. |
| United States of America | FOCUS | 1386883 | 18-Mar-86 | Foamex L.P. |
| United States of America | GENERAL FELT INDUSTRIES | 1512844 | 15-Nov-88 | Foamex L.P. |
| United States of America | GFI | 1206771 | 31-Aug-82 | Foamex L.P. |
| United States of America | GFI & Design | 1206770 | 31-Aug-82 | Foamex L.P. |
| United States of America | HUSHSTEP | 2548381 | 12-Mar-02 | Foamex L.P. |
| United States of America | LAMI-MATE | 2349697 | 16-May-00 | Foamex L.P. |
| United States of America | LUXURYBOND | 2063085 | 20-May-97 | Foamex L.P. |
| United States of America | MASTERBOND | 2050857 | 8-Apr-97 | Foamex L.P. |

Registered Trademarks

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|--|------------------|-------------------|-------------|
| United States of America | MATRIX | 1156484 | 2-Jun-81 | Foamex L.P. |
| United States of America | NZX | 1145505 | 6-Jan-81 | Foamex L.P. |
| United States of America | NZX (Stylized) | 1148063 | 3-Mar-81 | Foamex L.P. |
| United States of America | PASSION | 2577938 | 11-Jun-02 | Foamex L.P. |
| United States of America | PILLOWFLEX | 2738990 | 26-Jun-01 | Foamex L.P. |
| United States of America | PLUSH LIFE | 2104234 | 7-Oct-97 | Foamex L.P. |
| United States of America | PLUSHMATE | 2331050 | 21-Mar-00 | Foamex L.P. |
| United States of America | PLUSHSTEP | 2047806 | 25-Mar-97 | Foamex L.P. |
| United States of America | RUB-TEX | 614585 | 18-Oct-55 | Foamex L.P. |
| United States of America | SOFTTOUCH | 2063353 | 20-May-97 | Foamex L.P. |
| United States of America | SPILLTRAP | 2402718 | 7-Nov-00 | Foamex L.P. |
| United States of America | HEEL-EASE | 1940608 | 12-Dec-95 | Foamex L.P. |
| United States of America | K-9 KOUCH | 1720330 | 29-Sep-92 | Foamex L.P. |
| United States of America | MULTI-ZONE | 2704752 | 8-Apr-02 | Foamex L.P. |
| United States of America | SUPPORT SURFACES DESIGNED TO MATCH THE HUMAN ANATOMY | 2700535 | 25-Mar-03 | Foamex L.P. |
| United States of America | SMOOTHBOND | 2688809 | 19-Feb-03 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0890

Pending Trademark Applications

| Country | Trademark Name | Registration No. | Registration Date | Owner |
|--------------------------|---|------------------|-------------------|-------------|
| United States of America | AEROFONIC | 78/103881 | 21-Jan-02 | Foamex L.P. |
| United States of America | HYCEL * | 78/084545 | 19-Sep-01 | Foamex L.P. |
| United States of America | INSTANT KING * | 78/090410 | 26-Oct-01 | Foamex L.P. |
| United States of America | REFLEX * | 78/097514 | 10-Dec-01 | Foamex L.P. |
| United States of America | REFLEX MR * | 75/592788 | 20-Nov-98 | Foamex L.P. |
| United States of America | SCOTTFELT * | 76/221286 | 7-Mar-01 | Foamex L.P. |
| United States of America | SUITES | 76/063082 | 5-Jun-00 | Foamex L.P. |
| United States of America | ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY | 78/134492 | 10-Jun-02 | Foamex L.P. |
| United States of America | BECAUSE SLEEP IS IMPORTANT * | 78/250432 | 15-May-03 | Foamex L.P. |
| United States of America | BODYZONE * | 78/250881 | 16-May-03 | Foamex L.P. |
| United States of America | CELLULEX * | 78/118738 | 1-Apr-02 | Foamex L.P. |
| United States of America | DRIVE SOFTLY | 78/124395 | 26-Apr-02 | Foamex L.P. |
| United States of America | NEXOL * | 78/186017 | 18-Nov-02 | Foamex L.P. |
| United States of America | REFLEX PLUS * | 78/229073 | 24-Mar-03 | Foamex L.P. |
| United States of America | REFLEX PLUS * | 78/236728 | 11-Apr-03 | Foamex L.P. |
| United States of America | THE FEELING IS ANATOMIC | 78/134483 | 10-Jun-02 | Foamex L.P. |
| United States of America | VP TECHNOLOGY * | 78/250442 | 15-May-03 | Foamex L.P. |
| United States of America | CELLULEX * | 78/272579 | 10-Jul-03 | Foamex L.P. |
| United States of America | COMFORT SLEEPER * | 78/272461 | 10-Jul-03 | Foamex L.P. |
| United States of America | SLEEP SOLUTIONS * | 78/272462 | 10-Jul-03 | Foamex L.P. |

TRADEMARK

REEL: 002806 FRAME: 0891

RECORDED: 08/22/2003