

08-22-2003



8-22-03

Tab settings → → → ▼

To the Honorable Commission

102532388

...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?  Yes  
 No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement - **First Amendment to Trademark Security Agreement**
- Change of Name
- Other

Execution Date: **August 18, 2003**

2. Name and address of receiving party(ies)  
Name: **U.S. Bank National Association**

Internal Address: \_\_\_\_\_

Street Address: **60 Livingston Avenue**

City: **St. Paul**                      State: **MN**                      Zip: **55107**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_

- Limited Partnership
- Corporation-State
- Other: - **a National Association**

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: **Stanley Seuradge**  
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: ..... **18**

7. Total fee (37 CFR 3.41)..... \$ **465.00**

- 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.*

**Stanley Seuradge**

**August 18, 2003**

Name of Person Signing

Signature

Date

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

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

08/25/2003 8TON11 00000040 500675 1940608

01 FC:4521 40.00 BA  
02 FC:4522 425.00 BA

**Exhibit A**  
**Registered Trademarks**

Country	Trademark Name	Registration No.	Registration Date	Owner
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.

## Exhibit A Trademark Applications

Country	Trademark Name	Registration No.	Registration Date	Owner
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	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	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	SLEEP SOLUTIONS *	78/272462	10-Jul-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.

**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2003 (this "*Amendment*"), by Foamex L.P. ("*Foamex*") and each of the other entities listed on the signature pages hereof (together with Foamex, each a "*Grantor*" and, collectively, the "*Grantors*"), U.S. Bank National Association ("*U.S. Bank*"), as trustee under the Indenture referred to below and as collateral agent thereunder for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Collateral Agent*").

**WITNESSETH:**

WHEREAS, pursuant to the terms, conditions and provisions of the Indenture, dated as of March 25, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), among Foamex, Foamex Capital Corporation, a Delaware corporation (together with Foamex, the "*Company*"), the guarantors named therein and the Collateral Agent, as trustee (in such capacity, the "*Trustee*"), the Company issued, as of March 25, 2002, \$300,000,000 of 10 ¾ % Senior Secured Notes due 2009 and may, from time to time, issue additional notes in accordance with the provisions of the Indenture (collectively, the "*Notes*");

WHEREAS, all the Grantors are party to a Trademark Security Agreement dated as of March 25, 2002 (the "*Trademark Security Agreement*"), and all the Grantors are party to a Pledge and Security Agreement dated as of March 25, 2002 in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors executed and delivered the Trademark Security Agreement; and

WHEREAS, Foamex, the Collateral Agent, Bank of America, N.A., as Senior Bank Agent and Senior Collateral Agent, and Silver Point Finance, LLC, as Senior Term Loan B Agent have entered into an Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "*Intercreditor Agreement*"), pursuant to which the Collateral Agent is authorized to execute and deliver this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

**SECTION 2. Amendments.** Effective as of the date hereof, the Trademark Security Agreement is hereby amended as follows:

(a) The paragraph of the Trademark Security Agreement entitled "Grant of Security Interest in Trademark Collateral" is hereby amended and restated in its entirety to read as follows:

**"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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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* of the Trademark Security Agreement; *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."

(b) The following paragraph is hereby added to the Trademark Security Agreement immediately following the paragraph entitled "Security Agreement":

"Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August \_\_, 2003 (as amended, modified, supplemented or replaced from time to time, the "*Intercreditor Agreement*"), among Bank of America, N.A., as Senior Bank Agent and Senior Collateral Agent, Silver

Point Finance, LLC, as Senior Term Loan B Agent, the Collateral Agent and Foamex. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.”

(c) *Schedule I* to the Trademark Security Agreement is hereby amended to add the Trademarks set forth on *Exhibit A* to this Amendment.

**SECTION 3. Continued Effectiveness of Trademark Security**

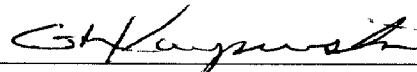
**Agreement.** Except as otherwise expressly provided herein, the Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the date hereof (i) all references in the Trademark Security Agreement to “this Trademark Security Agreement”, “hereto”, “hereof”, “hereunder” or words of like import referring to the Trademark Security Agreement shall mean the Trademark Security Agreement as amended by this Amendment, and (ii) all references in the other Indenture Documents to the “Trademark Security Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Trademark Security Agreement shall mean the Trademark Security Agreement as amended by this Amendment. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Collateral Agent under any of the Indenture Documents.

[signature page follows]

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

FOAMEX L.P.

By: FMXI, Inc., its Managing General  
Partner

By: 

Name: George L. Karpinski  
Title: Vice-President

Address:

Foamex L.P.  
1000 Columbia Avenue  
Linwood, Pennsylvania 19061  
Attn.: Chief Financial Officer  
Telecopier No. (610) 859-3613

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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

FOAMEX L.P.

By: FMXI, Inc., its Managing General  
Partner

By: \_\_\_\_\_  
Name: George L. Karpinski  
Title: Vice-President

Address:

Foamex L.P.  
1000 Columbia Avenue  
Linwood, Pennsylvania 19061  
Attn.: Chief Financial Officer  
Telecopier No. (610) 859-3613

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 

Name: Richard H. Prokosch  
Title: Vice President



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United States of America	VP TECHNOLOGY *	78/250442	15-May-03	Foamex L.P.

\* Indicates application was filed on an intent-to-use basis.