

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼

08-22-2003



102532397

T U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

8-22-03

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

1. Name of conveying party(ies):

TWI Holdings, Inc.

8-22-03

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

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

3. Nature of conveyance:

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

Execution Date: 8/15/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 500 W. Monroe St.

City: Chicago State: IL Zip: 60661

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State DE  
☐ 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) 76/323543, 78/162282,  
78/176891, 78/248545, 78/248538, 78/248501

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Kristin Brozovic

Internal Address:

Street Address: Latham & Watkins Illinois LLC

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

*Kristin Brozovic*  
Signature

8/21/03

Date

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

16

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

08/25/2003 ECOMPER 00000009 76323543

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

TRADEMARK  
REEL: 002808 FRAME: 0841

1. Additional Conveying Parties

Tempur World, Inc., a Delaware Corporation

Tempur World Holdings, Inc., a Delaware Corporation

Tempur-Pedic, Inc., A Kentucky Corporation

Tempur Production USA, Inc., A Virginia Corporation

Tempur-Medical, Inc., A Kentucky Corporation

Tempur-Pedic Direct Response, Inc., a Kentucky Corporation

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2003, by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO ("Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

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

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Tempur-Pedic, Inc., a Kentucky corporation ("TPI"), Tempur Production USA, Inc., a Virginia corporation ("TPUSA"), Tempur World Holding Company ApS, a company organized under the laws of Denmark ("TWHC"), Dan-Foam ApS, a company organized under the laws of Denmark ("DF") (TPI and TPUSA are sometimes collectively referred to herein as the "US Borrowers" and individually as a "US Borrower"; TWHC and DF are sometimes collectively referred to herein as the "European Borrowers" and individually as a "European Borrower"; and TPI, TPUSA, TWHC and DF are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), TWI Holdings, Inc., a Delaware corporation ("Ultimate Holdco"), Tempur World, Inc., a Delaware corporation ("Intermediate Holdco"), Tempur World Holdings, Inc., a Delaware corporation ("Holdco"), Tempur World Holdings, S.L., a company organized under the laws of Spain ("Spanish Holdco"), the other Credit Parties signatory thereto, the Lenders signatory thereto from time to time ("Lenders"), Lehman Commercial Paper Inc., as Syndication Agent and as a Lender, Nordea Bank Danmark A/S, as European Security Agent ("European Security Agent") and as a Lender, GE European Leveraged Finance Limited, as European Loan Agent ("European Loan Agent") for the European Lenders, HSBC Bank PLC, as European Funding Agent ("European Funding Agent") for the European Lenders, and Administrative Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Borrowers.

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have acknowledged and agreed that the liens, security interests and guarantees granted and issued under that certain Amended and Restated Security Agreement dated as of November 1, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), secure and guarantee the Obligations under the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, Ultimate Holdco, Intermediate Holdco, Holdco, the Borrowers, Administrative Agent, Lenders, European Security Agent, European Loan Agent, and European Funding Agent entered into that certain Master Reaffirmation and Amendment to Collateral Documents dated as of the date hereof (the "Master Reaffirmation Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grants to Administrative Agent, on behalf of Agents and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, 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;

(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 products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or 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.

3. COVENANTS. Each Grantor jointly and severally covenants and agrees with Administrative Agent, on behalf of Agents and Lenders, that from and after the date of this Trademark Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Trademark Collateral (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any Trademark Collateral, its right to register the same, or to keep and maintain the same (in each case other than with respect to any Trademark Collateral that are no longer used or useful in the business of the Grantors or which minimal value does not reasonably justify the cost of maintaining such rights).

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency without giving Administrative Agent prior written notice thereof, and, upon request of Administrative Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Administrative Agent) to evidence Administrative Agent's, on behalf of Agents and Lenders, Lien on such Trademark Collateral, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings (in each case other than with respect to any Trademarks that is no longer used or useful in the business of the Grantors or which minimal value does not reasonably justify the cost of maintaining or pursuing such rights).


(d) In the event that any of the Trademark Collateral material to the business of the Credit Parties is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Administrative Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Trademark Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Administrative Agent shall deem appropriate under the circumstances to protect such Trademark Collateral.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of Agents and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of 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, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

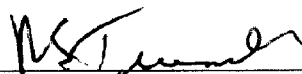
**TWI HOLDINGS, INC.**

By:   
Name: Robert B. Trussell, Jr.  
Title: President


**TEMPUR WORLD, INC.**

By:   
Name: Robert B. Trussell, Jr.  
Title: President / CEO


**TEMPUR WORLD HOLDINGS, INC.**

By:   
Name: Robert B. Trussell, Jr.  
Title: President / CEO

**TEMPUR-PEDIC, INC.**

By:   
Name: Dale E. Williams  
Title: CEO

**TEMPUR PRODUCTION USA, INC.**

By:   
Name: Robert B. Trussell, Jr.  
Title: President

**TEMPUR-MEDICAL, INC.**

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

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

**TWI HOLDINGS, INC.**

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

**TEMPUR WORLD, INC.**

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

**TEMPUR WORLD HOLDINGS, INC.**

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

**TEMPUR-PEDIC, INC.**

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

**TEMPUR PRODUCTION USA, INC.**

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

**TEMPUR-MEDICAL, INC.**

By: Joel Guerin  
Name: Joel Guerin  
Title: President

S-1

[Signature Page to Trademark Security Agreement]

622951

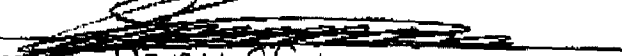
Aug 17 2003 9:55 P. 15

Fax: 8595144422

TEMPURPEDIC

**TRADEMARK**  
**REEL: 002808 FRAME: 0847**

**TEMPUR-PEDIC DIRECT RESPONSE, INC.**

By:   
Name: Danny Steir  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**  
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

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

S-2

[Signature Page to Trademark Security Agreement]

622951

Aug 17 2003 9:55 P.16

Fax: 8595144422

TEMPURPEDIC


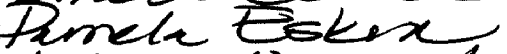
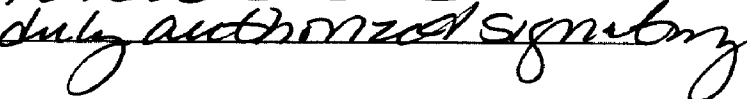
**TRADEMARK**  
**REEL: 002808 FRAME: 0848**



**TEMPUR-PEDIC DIRECT RESPONSE, INC.**

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

ACCEPTED AND ACKNOWLEDGED BY:  
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By:   
Name:   
Title: 

S-2

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**US Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
THE ART OF SLEEPING	76/323543	10/10/01
TEMPUR MARINE and Design	78/162282	9/10/02
TEMPURAIR	78/176891	10/22/02
STAR QUALITY SLEEP	78/248545	5/12/03
SLEEP SYSTEM OF THE STARS	78/248538	5/12/03
MATTRESS OF THE STARS	78/248501	5/12/03

**Foreign Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Canada	TEMPUR PEDIC	866042	1/14/98	515469	8/26/99
Argentina	TEMPUR	2315570	11/10/00	1871596	5/16/02
Argentina	TEMPUR	2315569	11/10/00	1871594	5/16/02
Australia	TEMPUR	844724	8/1/00	844724	9/10/01
Benelux	TEMPUR	778818	4/10/92	516564	4/10/92
Benelux	TEMPUR	798407	6/7/93	532326	6/7/93
Brazil	TEMPUR	823080323	8/16/00	Pending	N/A
Brazil	TEMPUR	823080340	8/16/00	Pending	N/A
Canada	TEMPUR	866040	1/14/98	515449	8/26/99

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
China	TEMPUR	2000111807	7/27/00	1637560	9/21/01
China	TEMPUR	2000111810	7/27/00	1628926	9/7/01
China	TEMPUR	2000111809	7/27/00	1637561	9/21/01
China	TEMPUR	2000111808	7/27/00	1628928	9/7/01
Czech Republic	TEMPUR	155056	5/3/00	234414	6/25/01
Denmark	TEMPUR	VA199105785	8/16/91	VR199202808	4/10/92
Dominican Republic	TEMPUR	2002-159399	5/25/01	129900	8/30/01
Dominican Republic	TEMPUR	2002-155391	5/25/01	130040	8/30/01
European Community	TEMPUR	1200179	5/20/99	1200179	6/13/01
Finland	TEMPUR	T199203662	7/30/92	201756	9/30/96
France	TEMPUR	92/414607	4/10/92	92/414607	4/10/92
Germany	TEMPUR	S54214/10WZ	4/9/92	2032993	3/23/93
Iceland	TEMPUR	342/1996	3/8/96	884/1996	8/23/96
India	TEMPUR	857505	5/24/99	Pending	N/A
India	TEMPUR	857504	5/24/99	Pending	N/A
International Registration	TEMPUR			636554	11/1/94
International Registration	TEMPUR	761598	7/9/01	761598	7/9/01
Iran	TEMPUR	80021340	5/21/01	96000	10/23/01
Israel	TEMPUR	99459	7/4/95	99459	1/5/97
Israel	TEMPUR	99458	7/4/95	99458	4/15/97
Japan	TEMPUR	2000-48713	5/1/00	4566278	5/10/02

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Japan	TEMPUR	H05-059293	6/15/93	4163394	7/3/98
Japan	TEMPUR	H05-059292	6/15/93	3225123	11/29/96
Korea, Republic of	TEMPUR	94-31677	8/8/94	342613	7/5/96
Korea, Republic of	TEMPUR	94-31676	8/8/94	338403	4/26/96
Kuwait	TEMPUR	48505	12/9/00	44881	5/5/03
Kuwait	TEMPUR	48504	12/9/00	44785	5/5/03
Lebanon	TEMPUR	96-010772621	3/28/01	86842	3/28/01
Mexico	TEMPUR	457910	11/13/00	689724	2/28/01
Mexico	TEMPUR	457909	11/13/00	689723	2/28/01
New Zealand	TEMPUR	633338	3/5/01	633338	9/6/01
New Zealand	TEMPUR	633337	3/5/01	633337	9/6/01
Norway	TEMPUR	92.3905	8/4/92	161579	2/24/94
Philippines	TEMPUR	113841	9/13/96	41996113841	8/28/00
Philippines	TEMPUR	113840	9/13/96	41996113840	8/28/00
Puerto Rico	TEMPUR	N/A	5/15/01	51231	5/14/02
Puerto Rico	TEMPUR	N/A	5/15/01	51230	5/14/02
South Africa	TEMPUR	99/09453	5/26/99	Pending	N/A
South Africa	TEMPUR	99/09452	5/26/99	Pending	N/A
Sweden	TEMPUR	91-6867	8/14/91	236525	6/12/92
Switzerland	TEMPUR	5741/1992.0	7/30/92	400608	7/30/92
Syria	TEMPUR	206032	8/16/00	76817	8/5/01

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Taiwan	TEMPUR	83057077	9/6/94	687829	8/16/95
Taiwan	TEMPUR	83057076	9/6/94	682811	7/1/95
Thailand	TEMPUR	462885	8/17/01	Pending	N/A
Thailand	TEMPUR	462886	8/17/01	Pending	N/A
United Arab Emirates	TEMPUR	40558	1/17/01	31725	5/11/02
United Arab Emirates	TEMPUR	40557	1/17/01	31676	5/11/02
United Kingdom	TEMPUR	1508897	8/1/92	1508897	8/1/92
United Kingdom	TEMPUR	1508896	8/1/92	1508896	8/1/92
Canada	TEMPUR MED	866041	1/14/98	515468	8/26/99
Argentina	TEMPUR AND DESIGN	2315572	11/10/00	1871599	5/16/02
Argentina	TEMPUR AND DESIGN	2315571	11/10/00	1871597	5/16/02
Australia	TEMPUR AND DESIGN	846480	8/15/00	846480	9/10/01
Belarus	TEMPUR AND DESIGN	20001292	8/18/00	16197	11/19/02
Brazil	TEMPUR AND DESIGN	823080331	8/16/00	Pending	N/A
Brazil	TEMPUR AND DESIGN	823080315	8/16/00	Pending	N/A
China	TEMPUR AND DESIGN	2000111806	7/27/00	1628927	9/7/01
China	TEMPUR AND DESIGN	2000111805	7/27/00	Pending	N/A
Czech Republic	TEMPUR AND DESIGN	155055	5/3/00	234413	6/25/01
Denmark	TEMPUR AND DESIGN	VA200102679	7/10/01	VR200103805	9/12/01
European Community	TEMPUR & DESIGN	1167923	5/4/99	1167923	11/16/00
Iceland	TEMPUR AND DESIGN	2676/2000	8/1/00	1281/2000	10/2/00

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
India	TEMPUR AND DESIGN	857502	5/24/99	Pending	N/A
India	TEMPUR AND DESIGN	857503	5/24/99	Pending	N/A
International Registration	TEMPUR AND DESIGN	763799	7/17/01	763799	7/17/01
Israel	TEMPUR AND DESIGN	140850	8/8/00	140850	12/4/01
Israel	TEMPUR AND DESIGN	140851	8/8/00	140851	12/4/01
Japan	TEMPUR AND DESIGN	41751/99	5/14/99	4355267	1/28/00
Mexico	TEMPUR AND DESIGN	457911	11/13/00	702511	6/20/01
Mexico	TEMPUR AND DESIGN	457912	11/13/00	693166	3/30/01
New Zealand	TEMPUR AND DESIGN	633844	3/13/01	633844	10/9/01
New Zealand	TEMPUR AND DESIGN	633843	3/13/01	633843	10/9/01
Norway	TEMPUR AND DESIGN	99.04628	5/12/99	204264	8/24/00
Philippines	TEMPUR & DESIGN	4200006465	8/2/00	Pending	N/A
South Africa	TEMPUR AND DESIGN	99/10599	5/20/99	Pending	N/A
South Africa	TEMPUR AND DESIGN	99/10598	5/20/99	Pending	N/A
Switzerland	TEMPUR AND DESIGN	4084/1999	5/10/99	467971	12/28/99
Syria	TEMPUR AND DESIGN	218216	8/30/00	77823	10/31/01
Taiwan	TEMPUR AND DESIGN	87004497	2/5/98	889752	4/16/00
Taiwan	TEMPUR AND DESIGN	87004498	2/5/98	879680	1/16/00
Argentina	SPACE PILLOW	2.329.281	2/27/01	Pending	N/A
Australia	SPACE PILLOW	867345	2/26/01	867345	7/20/01
Brazil	SPACE PILLOW	823623793	2/28/01	Pending	N/A

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Canada	SPACE PILLOW	1094286	2/28/01	Pending	N/A
Chile	SPACE PILLOW	519.094	2/27/01	615.511	1/3/02
China	SPACE PILLOW	2001050417	4/3/01	Pending	N/A
Denmark	SPACE PILLOW	VA200002856	6/30/00	VR200003637	8/8/00
European Community	SPACE PILLOW	2109411	2/28/01	2109411	9/4/02
India	SPACE PILLOW	993194	2/27/01	Pending	N/A
Japan	SPACE PILLOW	17529/2001	2/28/01	Pending	N/A
Korea, Republic of	SPACE PILLOW	2001-7256	2/27/01	Pending	N/A
Mexico	SPACE PILLOW	473408	2/28/01	Pending	N/A
Poland	SPACE PILLOW	Z-232432	3/5/01	Pending	N/A
Russian Federation	SPACE PILLOW	2001705944	2/27/01	Pending	N/A
Singapore	SPACE PILLOW	T01/02654G	2/28/01	T01/02654G	10/5/00
South Africa	SPACE PILLOW	2001/03186	2/26/01	Pending	N/A
Taiwan	SPACE PILLOW	90006314	2/27/01	985539	2/16/02
Venezuela	SPACE PILLOW	3302/01	2/28/01	Pending	N/A
Denmark	ASTRO PILLOW	VA200004842	11/17/00	VR200005685	12/7/00
European Community	ASTRO PILLOW	1960194	11/17/00	1960194	3/7/02
Canada	TEMPURAP	1087987	1/3/01	Pending	N/A
Benelux	DFC TEMPUR	800986	7/28/93	536923	7/28/93
Sweden	TEMPUR MADRASSEN	92-7020	8/5/92	247136	2/26/93
Sweden	TEMPUR MADRASSEN	92-7019	8/5/92	247135	2/26/93

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
European Community	GALAXY	2002392	12/15/00	2002392	6/18/02
Japan	GALAXY	2001-53839	6/13/01	Pending	N/A
Korea, Republic of	TEMPUR-PEDIC AND DESIGN	94-31501	8/5/94	332808	1/31/96
Korea, Republic of	TEMPUR-PEDIC AND DESIGN	94-31502	8/5/94	351588	12/17/96
Canada	SWEDISH SLEEP SYSTEMS	1149070	8/7/02	Pending	N/A