

No. EK897086216US

Attorney Docket No. 16532.031400

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

3/11/04

RECORDATION FORM COVER SHEET
OFFICE OF THE UNITED STATES
TRADEMARKS

03-16-2004

DEPARTMENT OF COMMERCE
United States Patent and
Trademark Office



Please record the attached original

102695877

1. Name of conveying party(ies):

Spring Air Partners - North America, Inc.
Spring Air Partners - New Jersey, Inc.
Spring Air Partners - Pennsylvania, Inc.
Spring Air Partners - California, Inc.
Spring Air Partners - Texas, Inc.
Southland Bedding Company
SpringCo Bedding Co.
Chattam & Wells, Inc.
Chattam & Wells Mattress Company, LLC
Spring Air California - Deluxe Bedding Co., Inc.
Mellon Bank, N.A.
GE Capital CFE, Inc..

- Individuals
- General Partnership
- Corporate-State
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal Address: _____

Street Address: One East Fourth Street

Mail Stop 216a

City: Cincinnati State: OH Zip 45202

- 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
(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 18, 2002

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

A. Trademark Application No(s):

See Attached Schedule A

B. Trademark Registration No(s):

See Attached Schedule A

Additional numbers attached? Yes No

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

Name: Trademark Administrator
Address: GREENBERG TRAURIG, LLP
One International Place
Boston, MA 02110

6. Total number of applications and trademarks involved: [32]

7. Total fee (37 CFR 3.41)

The Commissioner is authorized to charge Deposit Account No: 50-2678, Reference No. 16532.031400.

The Commissioner is hereby authorized to charge any additional fees that may be due, or to credit any overpayment to Deposit Account No: 50-2678, Reference No. 16532.031400.

03/15/2004 ECOOPER 00000005 502678 2216713

01 FC:8521 40.00 DA
02 FC:8522 775.00 DA

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.

James F. Ewing, Reg. No. 52,875

Name of Person Signing

Signature

Date

March 11, 2004

Total number of pages including cover sheet, attachments, and document: [9]

#103119 v1

SCHEDULE "A"

Mark	Type	Reg/Serial No.
ANGELICA	US Trademark	2,216,713
CHATTAM & WELLS	US Trademark	2,182,334
CHATTAM & WELLS	US Trademark	2,279,289
CHATTAM EDGE	US Trademark	2,217,121
COMFORT ENHANCER	US Trademark	1,748,523
CUSTOM REST	US Trademark	1,397,684
CYNTHIA	US Trademark	2,180,554
DANIELLE	US Trademark	2,180,555
DURAZONE	US Trademark	2,246,675
ELIZABETH	US Trademark	2,176,845
FIFTH AVENUE COLLECTION	US Trademark	1,267,156
FLEUR DE LIS	US Trademark	2,412,915
FRANCESCA	US Trademark	2,180,553
ISABELLA	US Trademark	2,175,069
KATHERINE	US Trademark	2,176,844
MAISON ROYALE	US Trademark	2,657,064
MARLENA	US Trademark	2,176,843
ORTHO FITNESS	US Trademark	1,610,590
PERM-A-QUILT	US Trademark	0,826,859
PORTRAIT FRAME	US Trademark	2,195,622
POSTURE CORRECTOR	US Trademark	1,695,612
ROYAL EUROPEAN MATTRESS	US Trademark	2,612,317
SABRINA	US Trademark	2,175,068
SELECT-A-PEDIC	US Trademark	0,785,203
SENSOR TECH	US Trademark	78/146,949
SPINAL ADJUSTER	US Trademark	1,666,766
SPINE-SAVER	US Trademark	0,693,844
STRESS RELIEVER	US Trademark	1,675,119
TIMELESS-QUALITY-CRAFTED BY HAND	US Trademark	2,185,864
ULTRA-PEDIC	US Trademark	0,820,743
VERONICA	US Trademark	2,180,552
VITA-REST	US Trademark	0,820,742

**SECOND AMENDMENT TO
AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (this "Amendment") is entered into as of April 18, 2002 (the "Effective Date"), by and among SPRING AIR PARTNERS-NORTH AMERICA, INC., a New Jersey corporation ("SAP-NA"), SPRING AIR PARTNERS-NEW JERSEY, INC., a New Jersey corporation ("SAP-NJ"), SPRING AIR PARTNERS-PENNSYLVANIA, INC., a New Jersey corporation ("SAP-PA"), SPRING AIR PARTNERS-CALIFORNIA, INC., a New Jersey corporation ("SAP-CA"), SPRING AIR PARTNERS-TEXAS, INC., a New Jersey corporation ("SAP-TX"), SOUTHLAND BEDDING COMPANY, a Texas corporation ("Southland"), SPRINGCO BEDDING CO., a Texas corporation ("Springco"), CHATTAM & WELLS, INC., a Delaware corporation ("C&W, Inc."), CHATTAM & WELLS MATTRESS COMPANY, L.L.C., a California limited liability company ("C&W-LLC"), SPRING AIR CALIFORNIA-DELUXE BEDDING CO., INC., a California corporation ("SAC-DBC") (collectively, SAP-NA, SAP-NJ, SAP-PA, SAP-CA, SAP-TX, Southland, Springco, C&W, Inc., C&W-LLC and SAC-DBC are referred to herein as the "Borrowers"), the LENDERS (as defined in the Credit Agreement (described below)) party to the Credit Agreement, and MELLON BANK, N.A., a national banking association, in its individual capacity ("Mellon"), in its capacity as Issuer of Letters of Credit (in such capacity, the "Issuer") and in its capacity as Administrative Agent for the Issuer and the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

RECITALS

A. The Borrowers, the Lenders, the Issuer and the Administrative Agent have entered into that certain Amended and Restated Credit and Security Agreement, dated as of September 28, 2000, as amended by that certain Waiver and First Amendment to Amended and Restated Credit and Security Agreement, dated as of December 6, 2001 (as so amended and as hereafter amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement").

B. Mellon desires to resign as Administrative Agent, and The Provident Bank, an Ohio banking corporation ("Provident"), an existing Lender under the Credit Agreement, desires to be appointed as Administrative Agent, and the parties hereto desire to consent to such resignation and appointment and to amend the Credit Agreement and the other Senior Loan Documents accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Resignation and Appointment of Administrative Agent. Mellon hereby notifies each of the Borrowers and the Lenders that it is resigning as Administrative Agent pursuant to Section 9.9 of the Credit Agreement, such resignation to be effective as of the Effective Date. Provident and GE Capital CFE, Inc., a Delaware corporation ("GE Capital"), in their respective capacities as Lenders (Provident and GE Capital collectively

constituting the Required Lenders) hereby appoint Provident, in its individual capacity, as Administrative Agent, such appointment to be effective as of the Effective Date; and Provident and each of the Borrowers hereby accept and approve such appointment, effective as of the Effective Date. All parties hereto waive the resignation notice and waiting period requirements of Sections 9.9 and 10.4 of the Credit Agreement in connection with such resignation and appointment. The Borrowers and the Lenders agree to execute all documents Provident reasonably believes are necessary to evidence its appointment as the successor Administrative Agent.

2. Amendment to the Credit Agreement and Senior Loan Documents

- (a) The definition of "Issuer" contained in Section 1.1 of the Credit Agreement is amended and restated in its entirety to read as follows:

"Issuer" means the Administrative Agent and any other legally authorized Person selected by or acceptable to the Administrative Agent and the Borrowers that has agreed to act as Issuer of a Letter of Credit hereunder, or any successor to any such Issuer.

- (b) Provident hereby specifies that its address for notices to Provident in its capacity as Administrative Agent shall be the address set forth below its signature on the signature pages hereof.

3. Assignment of Liens. Mellon, as Administrative Agent, hereby assigns to Provident, as Administrative Agent, all Liens created in favor of Mellon, as Administrative Agent, pursuant to the Credit Agreement and the other Senior Loan Documents, including, without limitation, all Liens with respect to intellectual property filed with the United States Patent and Trademark Office and the United States Copyright Office. Notwithstanding anything herein to the contrary, all of such Liens shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, any reference to Mellon contained in any publicly filed document, to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interest of Provident, as Administrative Agent, shall, with respect to such Liens, constitute a reference to Mellon as collateral representative of Provident. Each of the Borrowers and Mellon, as Administrative Agent, agree that Provident is authorized to file amendments with respect to UCC-1 financing statements filed pursuant to the Credit Agreement and the other Senior Loan documents that are necessary to reflect Provident, as Administrative Agent, as the secured party of record thereunder.

4. Representations and Warranties. Each of the parties hereto represents and warrants as of the date hereof that it is legally authorized to enter into this Amendment.

5. Payment. From and after the Effective Date, except to the extent otherwise provided in the Senior Loan Documents to be paid to a particular Lender or other Person, the Borrowers shall make all payments (including, but not limited to, payments of principal, interest and fees due under the Credit Agreement and the other Senior Loan Documents) to Provident, as Administrative Agent.

6. Binding Effect. This Amendment shall become effective when it shall have been executed by all of the parties hereto, and it shall thereafter inure to the benefit of and be binding upon the successors and permitted assigns of the Administrative Agent, the Issuer, the Lenders, the Borrowers and Mellon.
7. Counterparts; Execution Via Facsimile. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be one and the same instrument. This Amendment may be validly executed and delivered by facsimile or other electronic transmission.
8. Headings. The paragraph headings used in this Amendment are for convenience only and shall not affect the interpretation of any of the provisions hereof.
9. Reference to Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement," "hereunder" or words of like import shall mean and be a reference to the Credit Agreement, as affected and amended by this Amendment.
10. Senior Loan Document. This Amendment is a Senior Loan Document and is subject to all provisions of the Credit Agreement applicable to Senior Loan Documents, all of which are incorporated in this Amendment by reference the same as if set forth in this Amendment verbatim.
11. **ENTIRE AGREEMENT. THIS AMENDMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AS TO THE AMENDMENTS TO THE CREDIT AGREEMENT AND THE OTHER SENIOR LOAN DOCUMENTS CONTAINED HEREIN AND THE OTHER MATTERS COVERED HEREBY AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**
12. **APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES.**

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SPRING AIR PARTNERS-NORTH AMERICA, INC.
SPRING AIR PARTNERS-NEW JERSEY, INC.
SPRING AIR PARTNERS-PENNSYLVANIA, INC.
SPRING AIR PARTNERS-CALIFORNIA, INC.
SPRING AIR PARTNERS-TEXAS, INC.
SOUTHLAND BEDDING COMPANY
SPRINGCO BEDDING CO.
CHATTAM & WELLS, INC.
CHATTAM & WELLS MATTRESS COMPANY, LLC
SPRING AIR CALIFORNIA-DELUXE BEDDING
CO., INC.

By: _____
Printed Name: _____
Title: _____

THE PROVIDENT BANK

By: Christopher B. Grizzle
Printed Name: CHRISTOPHER B. GRIBBLE
Title: VICE PRESIDENT

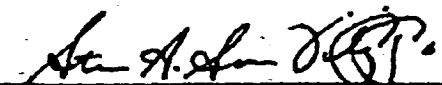
Address for Notices: The Provident Bank
One East Fourth Street
Mail Stop 216a
Cincinnati, Ohio 45202

Facsimile: (513) 579-2858
Attention: Mr. Nick Jevic

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SPRING AIR PARTNERS-NORTH AMERICA, INC.
SPRING AIR PARTNERS-NEW JERSEY, INC.
SPRING AIR PARTNERS-PENNSYLVANIA, INC.
SPRING AIR PARTNERS-CALIFORNIA, INC.
SPRING AIR PARTNERS-TEXAS, INC.
SOUTHLAND BEDDING COMPANY
SPRINGCO BEDDING CO.
CHATTAM & WELLS, INC.
CHATTAM & WELLS MATTRESS COMPANY, LLC
SPRING AIR CALIFORNIA-DELUXE BEDDING
CO., INC.

By: 
Printed Name: STEVEN A. SAW FILIPP
Title: TAXPAYER

THE PROVIDENT BANK

By: _____
Printed Name: _____
Title: _____

Address for Notices: The Provident Bank
One East Fourth Street
Mail Stop 216a
Cincinnati, Ohio 45202
Facsimile: (513) 579-2858
Attention: Mr. Nick Jevic

[SIGNATURES CONTINUE ON NEXT PAGE]

GE CAPITAL CFE, INC.

By: Thomas E. Johnstone
Printed Name: Thomas E. Johnstone
Title: Vice President

MELLON BANK, N.A.

By: _____
Printed Name: _____
Title: _____

GE CAPITAL CFE, INC.

By: _____
Printed Name: _____
Title: _____

MELLON BANK, N.A.

By: Susan M. Whitewood
Printed Name: SUSAN M. WHITWOOD
Title: FIRST VICE PRESIDENT