

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Lien of Trademarks
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc. as Collateral Agent		08/18/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Foamex L.P.
Street Address:	100 Columbia Avenue
City:	Linwood
State/Country:	PENNSYLVANIA
Postal Code:	19061
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1797017	AFFINITY

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	lester.szeto@weil.com
Correspondent Name:	Lester Szeto
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0001
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NAME OF SUBMITTER:	Phyllis Eremitaggio
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Total Attachments: 5
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TRADEMARK

Release of Lien on Trademarks

Release of Lien on Trademarks, dated as of August 18, 2003 (the "*Release*"), by Citicorp USA, Inc. ("*Citicorp*"), as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below), in favor of Foamex L.P. (the "*Borrower*") 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 a "*Grantor*" and collectively, the "*Grantors*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 12, 1997, as amended and restated as of February 27, 1998, as further amended and restated as of June 29, 1999 and as further amended and restated as of March 25, 2002 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") entered into among the Borrower, FMXI, Inc., a Delaware corporation and the managing general partner of the Borrower ("*FMXI*"), the financial institutions from time to time party thereto as lenders (the "*Lenders*"), the financial institutions from time to time party thereto as issuing banks (the "*Issuing Banks*"), Citicorp, in its capacities as the administrative agent and the collateral agent for the Lenders and the Issuing Banks thereunder (in such capacities, the "*Administrative Agent*" and the "*Collateral Agent*", respectively) and The Bank of Nova Scotia, in its capacities as syndication agent and funding agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks agreed to make extensions of credit to the Borrower upon certain terms and conditions set forth therein;

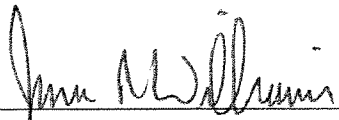
WHEREAS, in connection with an Amended and Restated Security Agreement dated as of March 25, 2002 and predecessor agreements thereto (the "*Security Agreement*"), the Grantors executed and delivered (i) a Trademark Security Agreement dated as of June 12, 1997, (ii) a First Amendment to Trademark Security Agreement dated as of December 23, 1997, and (iii) a Trademark Security Agreement dated as of March 25, 2002, (collectively the "*Trademark Security Agreements*") pursuant to which all the Grantors granted to the Collateral Agent a security interest in and lien on all right, title and interest of the Grantors in certain Trademarks and Trademark Licenses (as defined in the Trademark Security Agreements) and as set forth on Schedule A attached hereto (the "*Released Trademarks*") to secure the performance of certain obligations (the "*Obligations*");

WHEREAS, the Obligations have now been satisfied, the Grantors have requested that the Collateral Agent release any and all interest it may have in the Released Trademarks, and the Collateral Agent has agreed to do so.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

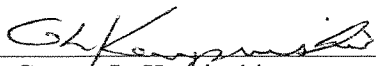
CITICORP USA, INC., as Collateral Agent

By: 
Name: JAMES R. WILLIAMS
Title: Vice President

Accepted and Agreed:

FOAMEX L.P.

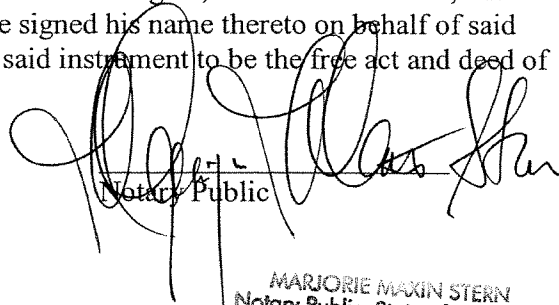
By: FMXI, Inc., its Managing General Partner

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

STATE OF NEW YORK
COUNTY OF New York SS:

On the 14th day of August, 2003 before me and personally came James R. Williams, to me known, who, being by me duly sworn, did depose and state that he is Vice President of the Collateral Agent, as described herein, and which executed the above instrument; that he signed his name thereto on behalf of said Collateral Agent; and that he acknowledged said instrument to be the free act and deed of said Collateral Agent.


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

SCHEDULE 1
to
RELEASE OF LIEN ON TRADEMARKS

See Attached

Schedule 1

Registration No. 1797017