

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spring Air Partners- New Jersey, Inc.		01/25/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Second Lien Collateral Agent
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75309
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1748523	COMFORT ENHANCER
Registration Number:	1397684	CUSTOM REST
Registration Number:	2246675	DURAZONE
Registration Number:	1610590	ORTHO FITNESS
Registration Number:	826859	PERM-A-QUILT
Registration Number:	1695612	POSTURE CORRECTOR
Registration Number:	785203	SELECT-A-PEDIC
Registration Number:	1666766	SPINAL ADJUSTER
Registration Number:	693844	SPINE-SAVER
Registration Number:	1675119	STRESS RELIEVER
Registration Number:	820743	ULTRA-PEDIC
Registration Number:	820742	VITA-REST
Serial Number:	76610267	DUAL PEDIC

OP \$390.00 1748523

Serial Number:	76610266	CUSTOM CUSHION
Serial Number:	76610125	FIFTH AVENUE COLLECTION

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/02/2005

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 25, 2005 (as amended, restated, replaced, supplemented or modified from time to time, the “**Trademark Security Agreement**”), between each of the signatories hereto (collectively, “**Grantors**”) and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement, dated as of January 25, 2005 (the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent 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 Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, “**Trademarks**”);

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Trademark Licenses**”);

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to: any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

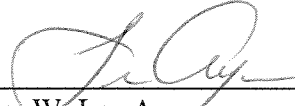
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CONSOLIDATED BEDDING, INC.,

By: 
Name: W. Les Ayers
Title: President


ABI ENTERPRISES, INC.

By: 
Name: W. Les Ayers
Title: President


AMERICAN BEDDING INDUSTRIES, INC.

By: 
Name: W. Les Ayers
Title: President

AMERICAN INTERNATIONAL MATTRESS COMPANY

By: 
Name: W. Les Ayers
Title: President

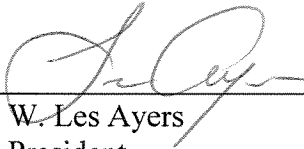
ANTINORI EQUIPMENT RENTALS I, LLC

By: 
Name: W. Les Ayers
Title: Manager

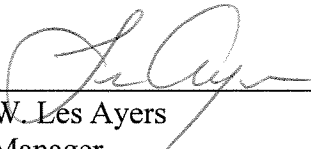
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[Trademark Security Agreement]

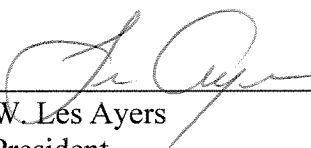
NATURE'S REST, INC.

By: 
Name: W. Les Ayers
Title: President


NATURE'S REST MARKETING, L.L.C.

By: 
Name: W. Les Ayers
Title: Manager

CHATTAM & WELLS, INC.

By: 
Name: W. Les Ayers
Title: President

SPRING AIR PARTNERS-CALIFORNIA, INC.

By: 
Name: W. Les Ayers
Title: President


SPRING AIR PARTNERS - CANADA, INC.

By: 
Name: W. Les Ayers
Title: President


(signatures continue on next page)

[Trademark Security Agreement]

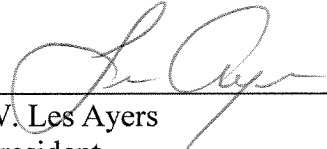
**SPRING AIR CALIFORNIA - DELUXE
BEDDING CO., INC.**

By: 
Name: W. Les Ayers
Title: President

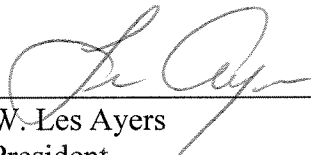
SPRING AIR PARTNERS-NEW JERSEY, INC.

By: 
Name: W. Les Ayers
Title: President

**SPRING AIR PARTNERS - NORTH
AMERICA, INC.**

By: 
Name: W. Les Ayers
Title: President

SPRING AIR PARTNERS-TEXAS, INC.

By: 
Name: W. Les Ayers
Title: President

(signatures continue on next page)

[Trademark Security Agreement]

SPRING AIR / SOMMEX COMPANY - SOCIÉTÉ
SPRING AIR / SOMMEX

By: Peter F. Cornetta
Name: PETER F. CORNETTA
Title: DIRECTOR

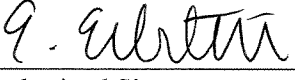
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[Trademark Security Agreement]

TRADEMARK
REEL: 003020 FRAME: 0624

Accepted and Agreed:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Collateral Agent

By: 
Authorized Signatory

[Patent Security Agreement]

TRADEMARK
REEL: 003020 FRAME: 0625

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

**U.S. Trademark Registrations –Chattam & Wells, Inc. (f/k/a Chattam & Wells
Mattress Company, LLC)**

Trademark	Registration Number	Registration Date
ANGELICA	2216713	January 5, 1999
CHATTAM & WELLS	2182334	August 18, 1998
CHATTAM & WELLS & Design	2279289	August 18, 1998
CHATTAM EDGE	2217121	January 12, 1999
CYNTHIA	2180554	August 11, 1998
DANIELLE	2180555	August 11, 1998
ELIZABETH	2176845	July 28, 1998
FLEUR DE LIS	2412915	December 12, 2000
FRANCESCA	2180553	August 11, 1998
ISABELLA	2175069	July 21, 1998
KATHERINE	2176844	July 28, 1998
MARLENA	2176843	July 28, 1998
PORTRAIT FRAME	2195622	October 13, 1998
ROYAL EUROPEAN MATTRESS	2612317	August 27, 2002
SABRINA	2175068	July 21, 1998

SENSOR TECH	2835396	April 20, 2004
TIMELESS QUALITY CRAFTED BY HAND	2185864	September 1, 1998
VERONICA	2180552	August 11, 1998

**U.S. Trademark Applications -Chattam & Wells, Inc. (f/k/a Chattam & Wells
Mattress Company, LLC)**

Trademark	Applic. Ser. No.
ROYAL EUROPEAN LUXE	76/604,707
BOX PILLOW TOP	76/613,793
EURO BOTTOM	76/613,794

**Foreign Trademark Registrations/Applications -Chattam & Wells, Inc. (f/k/a
Chattam & Wells Mattress Company, LLC)**

Trademark	Country	Registration No.	Reg. Date
CHATTAM & WELLS	Argentina	1694478	October 9, 1998
PORTRAIT FRAME	Australia	A801171	September 20, 2000
CHATTAM & WELLS	Australia	A801172	June 27, 2001
CHATTAM & WELLS	Brazil	Published Applic. No. 819978256	—
CHATTAM & WELLS	Canada	524623	March 10, 2000
CHATTAM & WELLS	China	1258426	March 28, 1999
CHATTAM & WELLS	European Union	582163	May 31, 1999
CHATTAM & WELLS	Hong Kong	10463	August 26, 1999

CHATTAM & WELLS	Indonesia	415241	April 20, 1998
CHATTAM & WELLS	Japan	199910463	August 26, 1999
CHATTAM & WELLS	Korea	436428	December 30, 1998
CHATTAM & WELLS	Kuwait	37114	January 28, 2002
CHATTAM & WELLS	Malaysia	Applic. No. 97/12021 Published	—
CHATTAM & WELLS	Mexico	573352	March 27, 1998
CHATTAM & WELLS	Singapore	Applic. No. T97/086271 Published	—
CHATTAM & WELLS	Taiwan	819836	November 1, 1998
CHATTAM & WELLS	Thailand	KOR81068	October 29, 1998

U.S. Trademark Registrations-Spring Air Partners-New Jersey, Inc.

Trademark	Registration Number	Registration Date
COMFORT ENHANCER	1748523	January 26, 1993
CUSTOM REST	1397684	June 17, 1986
DURAZONE	2246675	May 18, 1999
ORTHO FITNESS	1610590	August 21, 1990
PERM-A-QUILT	0826859	April 4, 1967
POSTURE CORRECTOR	1695612	June 16, 1992
SELECT-A-PEDIC	0785203	February 16, 1965
SPINAL ADJUSTER	1666766	December 3, 1991
SPINE-SAVER	0693844	March 1, 1960
STRESS RELIEVER	1675119	February 11, 1992
ULTRA-PEDIC	0820743	December 20, 1966
VITA-REST	0820742	December 20, 1966

U.S. Trademark Applications-Spring Air Partners-New Jersey, Inc.

Trademark Application	Application Serial Number	Application Filing Date
DUAL-PEDIC	76610267	August 27, 2004
CUSTOM CUSHION	76610266	August 27, 2004
FIFTH AVENUE COLLECTION*	76610125	August 27, 2004

U.S. Trademark Registrations-Spring Air Partners-California

Trademark	Country	Registration Number	Registration Date	Filings Due
MAISON ROYALE	United States	2657064	December 3, 2002	Affidavit of Use due 12/3/08

Trademark Licenses

Licensee	Date of Document	Licensor	Term	Licensed Mark
Spring Air Partners - North America, Inc.	September 24, 2004	The Spring Air Company 2980 River Road Des Plaines, IL 60018	Perpetual, subject to certain conditions	“SPRING AIR”
Spring Air Partners-New Jersey, Inc.	September 24, 2004	The Spring Air Company 2980 River Road Des Plaines, IL 60018	Perpetual, subject to certain conditions	“SPRING AIR”
Spring Air Partners-New Jersey, Inc. (f/k/a Spring Air Partners – Pennsylvania, Inc.)	September 24, 2004	The Spring Air Company 2980 River Road Des Plaines, IL 60018	Perpetual, subject to certain conditions	“SPRING AIR”
Spring Air Partners-Texas, Inc.	September 24, 2004	The Spring Air Company 2980 River Road Des Plaines, IL 60018	Perpetual, subject to certain conditions	“SPRING AIR”

Florida Trademark Registrations - American Bedding Industries, Inc.

Trademark	Registration	Registration Date
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	Number	
AMERICAN	T96000000406	April 17, 1996
AMERICAN BEDDING	T96000000405	April 17, 1996

U.S. Trademark Registrations - American Bedding Industries, Inc.

Trademark	Registration Number	Registration Date
AMERICAN BEDDING	2,009,717	October 22, 1996
CHIRO RELIEF	2,322,321	February 22, 2000
CITY REST	2,695,218	March 11, 2003
CITY SLEEP	2,695,217	March 11, 2003
ERGOTEX	2,630,208	October 8, 2002
EURO SLEEP	2,259,938	July 6, 1999
NATURE'S BED	2,529,121	January 15, 2002
NATURE'S PILLOW	2,660,369	December 10, 2002
NATURE'S QUILT	2,660,368	December 10, 2002
ORTHO RELIEF	2,327,252	March 7, 2000
PERFECT BALANCE	2,698,601	March 18, 2003
POSTURE RELIEF	2,324,894	February 29, 2000
POWER SPRING	2,850,248	June 8, 2004

U.S. Trademark Registrations - Nature's Rest, Inc.

Trademark	Registration Number	Registration Date
NATURE'S BEST	2,304,738	December 28, 1999
NATURE'S REST	2,269,691	August 10, 1999
SLEEPENERGY	2,792,540	December 9, 2003

U.S. Trademark Applications - Nature's Rest, Inc.

Trademark Application	Application Serial Number	Application Filing Date
CLASSICLOFT	75/424,153	January 20, 2004
DOWNLOFT	76/424,153	June 24, 2002
NATURAL LOFT	76/572,105	January 20, 2004
NATURE'S FORM	76/535,699	August 8, 2003
NATURE'S REST P.M.	76/464,947	November 1, 2002
NATURE'S SECRET	76/593,879	May 25, 2004
NATUREFORM	76/492,138	February 24, 2003
NATUREZONE	76/617,917	October 26, 2004
PRESSURE MANAGEMENT FOR THE BODY AT REST	76/464,942	November 1, 2002
SUPERLOFT	76/572,106	January 20, 2004
TELATEX	76/606,445	August 6, 2004
URBAN LOFT	76/618,768	November 1, 2004

U.S. Trademark Applications - American Bedding Industries, Inc.

Trademark Application	Application Serial Number	Application Filing Date
SLEEP SENSE	76/529,183	July 14, 2003

Foreign Trademark Registrations/Applications - American Bedding Industries, Inc.

Trademark	Country	Registration Number	Registration Date
CHIROPRACTOR	Peru	041934	December 16, 1997

Foreign Trademark Registrations/Applications - Nature's Rest, Inc.

Trademark	Country	Registration Number	Registration Date
NATURE'S REST	Mexico	714795	August 31, 2001
NATURE'S REST	Canada	576,766	March 3, 2003

Trademark Licenses - American Bedding Industries, Inc. / American International Mattress Company

Licensee	Date of Document	Licensor	Term	Licensed Mark
American Bedding Industries, Inc. / American International Mattress Company	March 16, 1998	The Spring Air Company 2980 River Road Des Plaines, IL 60018	Perpetual, subject to certain conditions	"Spring Air"