

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
IBC Group, Inc.		04/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2615609	AIRSPRUNG
Registration Number:	2257887	CHIRO DYNAMICS
Registration Number:	2049007	COX & LAWRENCE
Registration Number:	2845158	EUROPA
Registration Number:	1821387	IBC
Registration Number:	1559853	MIRALUX
Registration Number:	1669481	MIRA REST
Registration Number:	2565271	S4-SINGLE-SIDED SLEEP SYSTEM

CORRESPONDENCE DATA

Fax Number: (312)863-7496

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3128637194

Email: sonya.szot@goldbergkohn.com

Correspondent Name: Sonya Szot

Address Line 1: 55 East Monroe Street Suite 3700

900023111

TRADEMARK
REEL: 003067 FRAME: 0042

OP \$215.00 2615609

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Sonya Szot

Signature:

/Sonya Szot/

Date:

04/15/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2005, by IBC GROUP, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or 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 issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 of its Trademarks and Trademark Licenses (as such terms are defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

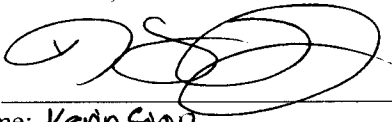
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

IBC GROUP, INC.


By: _____
Name: Kevin Samp
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: Hugh Wade
Title: Senior Managing Director

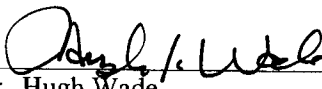
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IBC GROUP, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: Hugh Wade
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor/Owner	Description	Trademark Application Number	Date of Issue	Registration Number
IBC Group, Inc.	Airsprung	75-360,889	9/3/2002	2,615,609
IBC Group, Inc.	Chiro Dynamics	75-345,149	6/29/1999	2,257,887
IBC Group, Inc.	Cox & Lawrence	75-081,895	4/1/1997	2,049,007
IBC Group, Inc.	Europa	75-858,559	5/25/2004	2,845,158
IBC Group, Inc.	Europa	ZC4218163SL (China)	N/A	N/A
IBC Group, Inc.	IBC	74-396,652	2/15/1994	1,821,387
IBC Group, Inc.	IBC	ZC4218164SL (China)	N/A	N/A
IBC Group, Inc.	Miralux	73-754,428	10/10/1989	1,559,853
IBC Group, Inc.	Miralux	ZC4218162SL (China)	N/A	N/A
IBC Group, Inc.	Mira Rest	74-106,019	12/24/1991	1,669,481
IBC Group, Inc.	Mira Rest	ZC4218161SL (China)	N/A	N/A
IBC Group, Inc.	S-4 Single-Sided Sleep System	76-260,774	4/30/2002	2,565,271

TRADEMARK LICENSES

Grantor/Owner	Description
IBC Group, Inc.	Right to use the trademark "Ther-A-Pedic Sleep Products" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "Ther-A-Pedic" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "Perma-Grip" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "Medi-Coil" granted by Ther-A-Pedic Associates, Inc.

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IBC Group, Inc.	Right to use the trademark "Ther-A-Pedic Triple Edge" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "Tri-Tec" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "The Mattress Sleeping The World" granted by Ther-A-Pedic Associates, Inc.
IBC Group, Inc.	Right to use the trademark "American Pedic" granted by Consolidated Property Holdings, Inc.
IBC Group, Inc.	Right to use the trademark "Nature's Support" granted by JoAnne's Bed & Back Stores, Inc.

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