

## 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
Sleep Innovations, Inc.		08/15/2005	CORPORATION: NEW JERSEY
Comfort Co., Inc.		08/15/2005	CORPORATION: DELAWARE
Advanced Innovations East, L.L.C.		08/15/2005	COMPANY: NEW JERSEY
Advanced Innovations Central, L.L.C.		08/15/2005	COMPANY: INDIANA
Advanced Innovations West, L.L.C.		08/15/2005	COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	2716056	B'COOL IN SCHOOL
Registration Number:	2588932	BEACH INNOVATIONS
Registration Number:	2437669	BEACH PILL-O
Registration Number:	2805167	BED IN A BOX
Registration Number:	2333863	COMFORT PLUS
Registration Number:	2598671	COMFORT UNIVERSITY
Registration Number:	2798886	COMFORT, PURE AND SIMPLE

TRADEMARK  
REEL: 003146 FRAME: 0044

CH \$990.00 2471859

Registration Number:	2700768	CONFIDANT
Registration Number:	2449890	DINO DREAMS
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2591894	DREAMTEK
Registration Number:	2702787	DREAMTOP
Registration Number:	2801133	HUGGY
Registration Number:	2383898	HUGGY
Registration Number:	2635863	INNOVA-TEX
Registration Number:	2354111	MEGACRATE
Registration Number:	2486472	NOVAFORM
Registration Number:	2802942	NOVASOMA
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	2669002	PERSONAL EXPRESSIONS
Registration Number:	2839530	PLUSH SUPREME
Registration Number:	2801132	SENSUS
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	2640891	TEMPSOMA
Registration Number:	2801131	THE COMFORT SECRET
Registration Number:	2840894	THE DIFFERENCE IS UNDENIABLE
Registration Number:	2784622	THE SCIENCE OF COMFORT
Registration Number:	2523215	ULTIMATE SATEEN
Registration Number:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2803315	WE'VE FOUND THE SECRET
Serial Number:	76577670	ADVANTA GEL
Serial Number:	76577667	COMFORT GEL
Serial Number:	76543686	COUCH POTATO
Serial Number:	76552570	DREAMTOPPER
Serial Number:	76561693	NOVAFORM A LASTING IMPRESSION
Serial Number:	76546595	NOVAFORM IMPRESSIONS
Serial Number:	76577668	ULTRA GEL
Serial Number:	76546596	WE MAKE DREAMS POSSIBLE

#### CORRESPONDENCE DATA

Fax Number: (404)685-5231

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

**TRADEMARK**  
**REEL: 003146 FRAME: 0045**

Phone: (404) 815-2231  
Email: heatherskinner@paulhastings.com  
Correspondent Name: Heather Skinner  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Suite 2400  
Address Line 4: Atlanta, GEORGIA 30308-2222

NAME OF SUBMITTER:	Kevin Conboy, Esq.
--------------------	--------------------

Signature:	/kc/
------------	------

Date:	08/22/2005
-------	------------

Total Attachments: 9  
source=B Trademark#page1.tif  
source=B Trademark#page2.tif  
source=B Trademark#page3.tif  
source=B Trademark#page4.tif  
source=B Trademark#page5.tif  
source=B Trademark#page6.tif  
source=B Trademark#page7.tif  
source=B Trademark#page8.tif  
source=B Trademark#page9.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of August, 2005, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and ABLECO FINANCE LLC ("Ableco"), in its capacity as the collateral agent for the Lenders (together with its successors, the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of August 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Comfort Co., Inc., a Delaware corporation (the "Parent"), Sleep Innovations, Inc., a New Jersey corporation (the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto, the lenders from time to time parties thereto (collectively, the "Lenders"), the Collateral Agent and Ableco, as the administrative agent for the Lenders, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Lender Group, 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, each 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 Security Agreement and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Lender Group, a continuing security interest (subject, with respect to priority, only to Permitted Liens that would be prior to the Liens in favor of the Collateral Agent as a matter of law or that secure the Indebtedness under the Senior Lien Financing Agreement and the other Loan Documents (as defined in the Senior Lien Financing Agreement)) 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 of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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.

**GRANTORS:**

**SLEEP INNOVATIONS, INC., a New Jersey corporation**

By: Ray E. Bailey

Name: RAY E. BAILEY

Title: EVP + CFO

**COMFORT CO., INC., a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED INNOVATIONS EAST, L.L.C., a New Jersey limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: Ray E. Bailey

Name: RAY E. BAILEY

Title: EVP + CFO

**ADVANCED INNOVATIONS CENTRAL, L.L.C., an Indiana limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: Ray E. Bailey

Name: RAY E. BAILEY

Title: EVP + CFO

**ADVANCED INNOVATIONS WEST, L.L.C., a California limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: Ray E. Bailey

Name: RAY E. BAILEY

Title: EVP + CFO

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.

**GRANTORS:**

**SLEEP INNOVATIONS, INC., a New Jersey corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMFORT CO., INC., a Delaware corporation**

By: \_\_\_\_\_

Name: Michael Chen

Title: President

**ADVANCED INNOVATIONS EAST, L.L.C., a New Jersey limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED INNOVATIONS CENTRAL, L.L.C., an Indiana limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED INNOVATIONS WEST, L.L.C., a California limited liability company**

By: Sleep Innovations, Inc., its Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

S-1

TRADEMARK SECURITY AGREEMENT (TERM LOAN B)

COLLATERAL AGENT:

ABLECO FINANCE LLC

By: 

Name:

Kevin Genda

Title:

Senior Vice President



**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

## TRADEMARKS

### Comfort Co., Inc.

None.

### Sleep Innovations, Inc.

#### U.S. Federal Pending Trademark Applications (Sleep Innovations, Inc.):

TRADEMARK	APP. NO. APP. DATE
ADVANTA GEL	76577670 February 25, 2004
COMFORT GEL	76577667 February 25, 2004
COUCH POTATO	76543686 August 29, 2003
DREAMTOPPER	76552570 September 29, 2003
NOVAFORM A LASTING IMPRESSION	76561693 November 10, 2003
NOVAFORM IMPRESSIONS	76546595 August 29, 2003
ULTRA GEL	76577668 February 25, 2004
WE MAKE DREAMS POSSIBLE	76546596 August 29, 2003

#### U.S. Federal Trademark Registrations (Sleep Innovations, Inc.):

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE
ABSOLUTE COMFORT SYSTEM	75436471 February 18, 1998	2471859 July 24, 2001
B'COOL IN SCHOOL	75882645 December 28, 1999	2716056 May 13, 2003
BEACH INNOVATIONS	75696070 May 3, 1999	2588932 July 2, 2002
BEACH PILL-O	75587359 November 12, 1998	2437669 March 20, 2001
BED IN A BOX	75824871 October 18, 1999	2805167 January 13, 2004

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE
COMFORT PLUS	75547520 September 3, 1998	2333863 March 21, 2000
COMFORT UNIVERSITY	75882646 December 28, 1999	2598671 July 23, 2002
COMFORT, PURE AND SIMPLE	76416568 May 23, 2002	2798886 December 23, 2003
CONFIDANT	75882648 December 28, 1999	2700768 March 25, 2003
DINO DREAMS	75696351 May 3, 1999	2449890 May 8, 2001
DREAM PILLOW	75705822 May 13, 1999	2553247 March 26, 2002
DREAMTEK	75490476 May 23, 1998	2591894 July 9, 2002
DREAMTOP	75490477 May 23, 1998	2702787 April 1, 2003
HUGGY	76416972 May 23, 2002	2801133 December 30, 2003
HUGGY	75516292 July 9, 1998	2383898 September 5, 2000
INNOVA-TEX	75705820 May 13, 1999	2635863 October 15, 2002
MEGACRATE	75527164 July 29, 1998	2354111 May 30, 2000
NOVAFORM	75436427 February 18, 1998	2486472 September 11, 2001
NOVASOMA	76263284 May 25, 2001	2802942 January 6, 2004
PERSONAL EXPRESSIONS	76170654 November 26, 2000	2602530 July 30, 2002
PERSONAL EXPRESSIONS	76385080 March 21, 2002	2669002 December 31, 2002
PLUSH SUPREME	76416563 May 23, 2002	2839530 May 11, 2004
SENSUS	76416971 May 23, 2002	2801132 December 30, 2003
SLEEP INNOVATIONS	75278221 April 21, 1997	2213871 December 29, 1998
TEMPSOMA	76263285 May 25, 2001	2640891 October 22, 2002

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE
THE COMFORT SECRET	76416970 May 23, 2002	2801131 December 30, 2003
THE DIFFERENCE IS UNDENIABLE	76336872 November 13, 2001	2840894 May 11, 2004
THE SCIENCE OF COMFORT	76116505 August 25, 2000	2784622 November 18, 2003
ULTIMATE SATEEN	75776960 August 16, 1999	2523215 December 25, 2001
WE PUT THE COMFORT BACK IN YOUR BED	75263932 March 26, 1997	2293137 November 16, 1999
WE'VE FOUND THE SECRET	76416564 May 23, 2002	2803315 January 6, 2004

Canadian Trademark Registrations (Sleep Innovations, Inc.):

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE
SLEEP INNOVATIONS	108156400 November 6, 2000	TMA567208 September 11, 2002

Advanced Innovations East, L.L.C.

None.

Advanced Innovations Central, L.L.C.

None.

Advanced Innovations West, L.L.C.

None.