

10-31-05

11-02-2005



REC

103112110

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nordea Unibank A/S, as European Loan Agent

- Individual(s)
- General Partnership
- Corporation- State: Denmark
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10/18/05

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Reel 2645 Frame 0887

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dan-Foam ApS
 Internal Address: _____
 Street Address: Holmelund 43
 City: Aarup
 State: _____
 Country: Denmark Zip: DK-5560

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Denmark
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2495299; 1926469; 1924637; 1853088

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Tracey D. Bennett

Signature

10/26/05
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2005 EDCOPER 00000001 2495299

01 FC:8521

02 FC:8522

40.00 OP

75.00 OP

TRADEMARK
REEL: 003244 FRAME: 0437

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 18, 2005, is made by Nordea Unibank A/S, as European Loan Agent (the "Secured Party").

WHEREAS, Dan-Foam A/S n/k/a Dan-Foam ApS (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 6, 2003 at Reel 2645 and Frame 0887; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

[Signature on Following Page]

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank Danmark
Nordea ~~Unibank~~ A/S, as European Loan Agent

By: *Michael Hornnes*
Name: Michael Hornnes
Title: VP

Erwin Boman

SVP

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
TEMPUR and Design	2495299	10/09/01
TEMPUR	1926469	10/10/95
TEMPUR MED	1924637	10/03/95
TEMPUR-PEDIC	1853088	09/06/94