

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Felters Company		06/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	525 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78588719	SLEEP-SAFE TICK
Registration Number:	2961050	SLEEP SAFE
Serial Number:	78764264	SLEEP-SAFE HIGH LOFT
Registration Number:	2616644	THE FELTERS COMPANY
Registration Number:	2856915	FIRMAFLEX
Registration Number:	3047833	BEDHEADZZZ
Registration Number:	2929674	SAFE-T-BACKER
Registration Number:	2360027	THE FELTERS GROUP
Serial Number:	78356636	FOAM-SAFE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778265
 Email: kristin.brozovic@kattenlaw.com

CH \$240.00 78588719

Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00223
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/30/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2006, by THE FELTERS COMPANY, a Delaware corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the benefit of itself and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make certain Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and the Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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 the Lenders, that certain Security 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 “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the 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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the 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 to which it is a party, including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

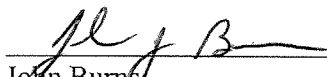
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

3. SECURITY 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 the Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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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.

THE FELTERS COMPANY, a Delaware corporation

By: 
Name: John Burns
Its: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

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.

THE FELTERS COMPANY, a Delaware corporation

By: _____
Name: John Burns
Its: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Scott James Lorimer
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered United States Trademarks:

<u>Name</u>	<u>Description</u>	<u>Regi strati on Num ber</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Country</u>
SLEEP-SAFE TICK	FLAME RETARDANT TICKING FABRIC	Not yet Assigned	78-588719	03/16/2005	06/30/2006	UNITED STATES
SLEEP-SAFE	BRAND NAME	2,961,050		06/30/2003	06/07/2005	UNITED STATES
SLEEP-SAFE HIGH LOFT	FIRE RETARDANT COTTON SHODDY PRODUCT	Not yet Assigned	78-764264	12/01/2005		UNITED STATES
THE FELTERS COMPANY	SERVICE MARK	2,616,644		07/24/2000	09/10/2002	UNITED STATES
FIRMAFLEX	BOARD MATERIAL OF FELTED FIBER CONSTRUCT ION USED AS A WOOD SUBSTITUTE	2,856,915		12/18/2002	06/22/2004	UNITED STATES
BEDHEADZZ Z	KITS FOR BUILDING HEADBOARD S CONSISTING PRIMARILY OF SUPPORT PANELS FOR BUILDING HEADBOARD S, IN CLASS 20	3,047,833		07/08/2004	01/24/2006	UNITED STATES
SAFE-T- BACKER	FELT BACKING	2,929,674		01/23/2003	03/01/2005	UNITED STATES

	MATERIALS NAMELY SHEETS OF NONWOVEN FIBROUS BATTING FOR APPLICATIO N TO THE BACK OF FACE FABRICS					
THE FELTERS GROUP	SERVICE MARK	2,360,027		06/60/1999	06/20/2000	UNITED STATES
FOAM-SAFE	FLAME RESISTANT FOAM SHEETING	Filed Only – no Registration	78-356636	01/23/2004		UNITED STATES