

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sleep Innovations, Inc.		10/25/2006	CORPORATION: NEW JERSEY
Comfort Co., Inc.		10/25/2006	CORPORATION: DELAWARE
Advanced Innovations East, L.L.C.		10/25/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
Advanced Innovations Central, L.L.C.		10/25/2006	LIMITED LIABILITY COMPANY: INDIANA
Advanced Innovations West, L.L.C.		10/25/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ableco Finance, LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78620346	BODIPEDIC
Registration Number:	3115073	BODIEASE
Registration Number:	2925782	BODIFLEX
Registration Number:	3137309	BODIPEDIC
Registration Number:	2841062	BODIPEDIC

CORRESPONDENCE DATA

Fax Number: (213)996-3339
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900061327

**TRADEMARK
 REEL: 003417 FRAME: 0843**

OP \$140.00 78620346

Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00136
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	10/30/2006

Total Attachments: 5

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2006 (this "Amendment"), is delivered pursuant to Section 4 of that certain Trademark Security Agreement, dated as of August 15, 2005 (the "Trademark Security Agreement"), and recorded with the United States Patent and Trademark Office on August 24, 2005, at Reel 3146 and Frame 0044, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), as the collateral agent for certain Lenders as such term is defined therein (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. The Grantors and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.
2. The Grantors and Collateral Agent hereby agree that the recitals to the Trademark Security Agreement are hereby amended by deleting the reference to the text "certain Financing Agreement", appearing therein, and replacing it with the text "certain Financing Agreement (Term Loan B)".
3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
4. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.
5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
6. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

SLEEP INNOVATIONS, INC.,
a New Jersey corporation

By: Jay L. Antun
Name: _____
Title: CEO

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: Jay L. Antun
Name: _____
Title: CEO

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

By: Sleep Innovations, Inc., its Sole Member

By: Jay L. Antun
Name: _____
Title: CEO

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

By: Sleep Innovations, Inc., its Sole Member

By: Jay L. Antun
Name: _____
Title: CEO

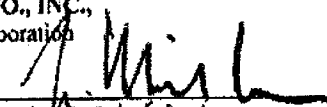
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

SLEEP INNOVATIONS, INC.,
a New Jersey corporation

By: _____
Name: _____
Title: _____

COMFORT CO., INC.,
a Delaware corporation

By: 
Name: Michael Chiu
Title: _____

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: _____

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company

By: _____
Name: Kevin Galt
Title: SP

Schedule I

Sleep Innovations, Inc.

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

TRADEMARK	APP. NO. APP. DATE
BODIPEDIC	78/620346 April 29, 2005

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

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE
BODIEASE	78/430683 June 7, 2004	3,115,073 July 11, 2006
BODIFLEX	78/181370 November 4, 2002	2,925,782 February 8, 2005
BODIPEDIC	78/977213 April 29, 2005	3,137,309 August 29, 2006
BODIPEDIC	76/399803 April 24, 2002	2,841,062 May 11, 2004