

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Term Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foamex L.P.		02/12/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	Mailcode: NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Registration Number:	0959603	ACQUELL
Registration Number:	2584866	ADDING COMFORT TO EVERY STEP
Registration Number:	2827617	AEROFONIC
Registration Number:	2177233	ANATOMIC SLEEP SUPPORT SURFACE
Registration Number:	2771625	ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY
Registration Number:	2158721	AQUAZONE
Registration Number:	2709417	ARESTO
Registration Number:	2104229	BARRIERBOND
Registration Number:	2577342	BASELINE DESIGN
Registration Number:	2936966	BECAUSE SLEEP IS IMPORTANT
Registration Number:	2059944	BLACK DIAMOND
Registration Number:	1797019	BODY ZONE
Registration Number:	2902439	BODYZONE

CH \$2640.00 0959603

Registration Number:	2768259	CELLULEX
Registration Number:	2979009	CELLULEX
Registration Number:	2354599	CHAMBER TECHNOLOGY
Registration Number:	1841861	COMFORT CLINIC
Registration Number:	1900671	COMFORT SLEEPER
Registration Number:	2958218	COMFORT SLEEPER
Registration Number:	2410408	CPC
Registration Number:	2061118	CRUSH PROTECTOR
Registration Number:	1926941	CUSTOMFIT
Registration Number:	1516407	DREAM CONCEPTS
Registration Number:	2993384	DREAM CONCEPTS
Registration Number:	1456545	DRI-FAST
Registration Number:	2745290	DRIVE SOFTLY
Registration Number:	3028433	ELECTRELL
Registration Number:	3115393	ELECTROCELL
Registration Number:	1832201	ENVIRO-CURE
Registration Number:	1360538	EVA-DRI
Registration Number:	3027702	FOAMEX
Registration Number:	2364439	FOAMEX
Registration Number:	2611514	FOAMEX
Registration Number:	2333347	FOAMEX
Registration Number:	2538935	FOAMEX
Registration Number:	2986335	FOAMEX CHILDCARE
Registration Number:	1512844	GENERAL FELT INDUSTRIES
Registration Number:	1206771	GFI
Registration Number:	1206770	GFI
Registration Number:	2972620	HYCEL
Registration Number:	1570939	HYFONIC I
Registration Number:	2783141	INSTANT KING
Registration Number:	2931937	INTELLIFORM
Registration Number:	3030236	KIDS CAN HANDLE IT!
Registration Number:	1720330	K-9 KOUCH
Registration Number:	2063085	LUXURYBOND
Registration Number:	1156484	MATRIX
Registration Number:	2050857	MASTERBOND

Registration Number:	2893639	
Registration Number:	2704752	MULTI-ZONE
Registration Number:	2577938	PASSION
Registration Number:	2738990	PILLOWFLEX
Registration Number:	2047806	PLUSHSTEP
Registration Number:	1016884	PROTECTAIR
Registration Number:	0928907	PYRELL
Registration Number:	1394867	PYROCUSHION
Registration Number:	2539702	QUILTFLEX
Registration Number:	2703026	QYLITE
Registration Number:	2129337	REFLEX
Registration Number:	2849196	REFLEX
Registration Number:	3051574	REFLEX BOUNCE
Registration Number:	2508035	REFLEX CORE
Registration Number:	2592362	REFLEX FIL
Registration Number:	2483503	REFLEX HR
Registration Number:	2974446	REFLEX MEMORY
Registration Number:	2795085	REFLEX MR
Registration Number:	2883248	REFLEX PLUS
Registration Number:	2887806	REFLEX PLUS
Registration Number:	2505496	REFLEX WRAP
Registration Number:	2730770	RESILITEX
Registration Number:	2474802	RETIX
Registration Number:	2923618	SCOTTFELT
Registration Number:	2626728	SENSUS
Registration Number:	2091360	SHAPING THINGS TO COME
Registration Number:	1151039	SIF
Registration Number:	1676775	SIF FELT
Registration Number:	0961172	
Registration Number:	2226404	SLEEP SOLUTIONS
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	2688809	SMOOTHBOND
Registration Number:	2027420	SMT
Registration Number:	2063353	SOFTTOUCH
Registration Number:	1455317	SONATEK

Registration Number:	2595217	SPECTROSEAL
Registration Number:	2658043	SPECTROSEAL
Registration Number:	2478263	SPECTRUM
Registration Number:	2402718	SPILLTRAP
Registration Number:	2700535	SUPPORT SURFACES DESIGNED TO MATCH THE HUMAN ANATOMY
Registration Number:	2753024	THE FEELING IS ANATOMIC
Registration Number:	2637631	ULTRAPLUSH
Registration Number:	1022669	VELVE
Registration Number:	2955677	VP TECHNOLOGY
Registration Number:	3018648	WITHOUT US, IT'S JUST FOAM
Serial Number:	78593592	CLEANER. SMARTER. BETTER.
Serial Number:	78452782	ELECTROCELL
Serial Number:	78805193	ENERGIA
Serial Number:	78805186	EVOLUTIONARY THINKING. REVOLUTIONARY RESULTS.
Serial Number:	78587494	FOAMEXCELLENCE
Serial Number:	78593605	GOOD FOR YOU. GOOD FOR THE GLOBE.
Serial Number:	78453259	SENSUS
Serial Number:	78385362	SMART FOAM
Serial Number:	77071316	SMT
Serial Number:	77023087	SUREFILL
Serial Number:	78805179	VENUS
Serial Number:	77048496	WHISPEX

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 786645
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/

Date:

03/07/2007

Total Attachments: 12

source=foamexp_BOA_2nd_TM105#page2.tif
source=foamexp_BOA_2nd_TM105#page3.tif
source=foamexp_BOA_2nd_TM105#page4.tif
source=foamexp_BOA_2nd_TM105#page5.tif
source=foamexp_BOA_2nd_TM105#page6.tif
source=foamexp_BOA_2nd_TM105#page7.tif
source=foamexp_BOA_2nd_TM105#page8.tif
source=foamexp_BOA_2nd_TM105#page9.tif
source=foamexp_BOA_2nd_TM105#page10.tif
source=foamexp_BOA_2nd_TM105#page11.tif
source=foamexp_BOA_2nd_TM105#page12.tif
source=foamexp_BOA_2nd_TM105#page13.tif

Second Lien Term Trademark Security Agreement

Second Lien Term Trademark Security Agreement, dated as of February 12, by and among FOAMEX L.P., a Delaware limited partnership (the "Borrower"), FOAMEX INTERNATIONAL INC., a Delaware corporation ("Holdings"), and the other Guarantors listed on the signature pages hereto (together with Holdings, the "Original Guarantors") or from time to time party hereto by execution of a Joinder Agreement (the "Additional Guarantors," and together with the Original Guarantors, the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent");

Notwithstanding anything herein to the contrary, the lien, hypothec and security interest granted to the collateral agent pursuant to this Agreement and the exercise of any right or remedy by the collateral agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 12, 2007 as the same may be amended, restated, amended and restated, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among Bank of America, N.A., as First Lien Term Collateral Agent, Bank of America, N.A., as Second Lien Term Collateral Agent, Bank of America, N.A., as Revolving Administrative Agent, Bank of America, N.A., as Control Agent, and the Loan Parties (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Term Security Agreement dated as of February 12, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Term Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Term Security Agreement and used herein have the meaning given to them in the Second Lien Term Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. Each Pledgor hereby confirms the and grant to the Collateral Agent for the benefit of the Secured Parties in the Second Lien Term Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Second Lien Term Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Second Lien Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Term Trademark Security Agreement is deemed to conflict with the Second Lien Term Security Agreement, the provisions of the Second Lien Term Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Second Lien Term Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Second Lien Term Security Agreement and this Second Lien Term Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Term Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Term Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

FOAMEX L.P.

By:

George L. Rappin
Name: *George L. Rappin*
Title: *Senior Vice President*

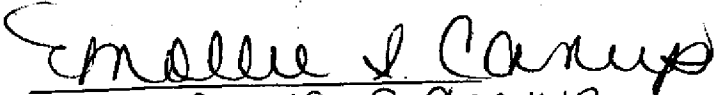
[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003494 FRAME: 0819

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:



Name: MOLLIE S. CANUP

Title: VICE PRESIDENT

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003494 FRAME: 0820

SCHEDULE I

to

SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER: FOAMEX L.P.

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	ACQUELL	72/409833	09-Dec-71	959603	29-May-73	17
United States	ADDING COMFORT AT EVERY STEP	76/196207		2584866		
United States	AEROFONIC	78/103881	21-Jan-02	2827617	30-Mar-04	17
United States	ANATOMIC SLEEP SUPPORT SURFACE	75/088495	15-Apr-96	2177233	28-Jul-98	20, 24
United States	ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY	78/134492	10-Jun-02	2771625	07-Oct-03	20, 24
United States	AQUAZONE	75/271956	09-Apr-97	2158721	19-May-98	17
United States	ARESTO	78/103883	21-Jan-02	2709417	22-Apr-03	17
United States	BARRIER BOND	75/095904		2104229		
United States	BASELINE DESIGN	76/052462	19-May-00	2577342	11-Jun-02	20, 27
United States	BECAUSE SLEEP IS IMPORTANT	78/250432	15-May-03	2936966	29-Mar-05	20
United States	BLACK DIAMOND	74/717878	21-Aug-95	2059944	06-May-97	27
United States	BODY ZONE	74/246485	14-Feb-92	1797019	05-Oct-93	20
United States	BODYZONE	78/250881	16-May-03	2902439	09-Nov-04	20

TRADEMARK

REEL: 003494 FRAME: 0821

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	CELLULEX	78/118738	01-Apr-02	2768259	23-Sep-03	17
United States	CELLULEX	78/272579	10-Jul-03	2979009	26-Jul-05	21
United States	CHAMBER TECHNOLOGY & Design	75/529902	03-Aug-98	2354599	06-Jun-00	40
United States	CLEANER. SMARTER. BETTER.	78/593592	23-Mar-05			17, 20
United States	COMFORT CLINIC	74/381561	20-Apr-93	1841861	28-Jun-94	
United States	COMFORT SLEEPER	74/525103	16-May-94	1900671	20-Jun-95	20
United States	COMFORT SLEEPER	78/272461	10-Jul-03	2958218	31-May-05	20
United States	CPC	75/800938	16-Sep-99	2410408	05-Dec-00	40
United States	CRUSH PROTECTOR	75/100720		2061118		
United States	CUSTOMFIT	74/435271	14-Oct-93	1926941	17-Oct-95	17
United States	DREAM CONCEPTS	73/677599	10-Aug-87	1516407	13-Dec-88	
United States	DREAM CONCEPTS	78/420125	17-May-04	2993384	06-Sep-05	20
United States	DRI-FAST	73/643516	09-Feb-87	1456545	08-Sep-87	20
United States	DRIVE SOFTLY	78/124395		2745290		

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	ELECTRELL	78/502217	19-Oct-04	3028433	13-Dec-05	17
United States	ELECTROCELL	78/452782	19-Jul-04			9, 17
United States	ELECTROCELL	78/976778	19-Jul-04	3115393	11-Jul-06	
United States	ENERGIA	78/805193	02-Feb-06			
United States	ENVIRO-CURE	74/112687	05-Nov-90	1832201	19-Apr-94	17
United States	EVA-DRI	73/492299	30-Jul-84	1360538	17-Sep-85	17
United States	EVOLUTIONARY THINKING. REVOLUTIONARY RESULTS.	78/805186	02-Feb-06			
United States	FOAMEX	78/468107		3027702		
United States	FOAMEX & Design	75/748197	06-Jul-99	2364439	04-Jul-00	40
United States	FOAMEX & Design	76/063081	05-Jun-00	2611514	27-Aug-02	17
United States	FOAMEX & DESIGN (class 17)	75/741982	01-Jul-99	2333347	21-Mar-00	17
United States	FOAMEX and design	75/747342	22-Jun-99	2538935	19-Feb-02	17
United States	FOAMEX CHILDCARE	78/317888		2986335		
United States	FOAMEXCELLENCE	78/587494	15-Mar-05			17, 20, 27

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	GENERAL FLEET INDUSTRIES	73/693235		1512844		
United States	GFI	73/163187		1206771		
United States	GFI PLUS DESIGN	73/161702	10-Mar-78	1206770	31-Aug-82	27
United States	GOOD FOR YOU. GOOD FOR THE GLOBE.	78/593605	23-Mar-05			17, 20
United States	GOOD FOR YOU. GOOD FOR THE GLOBE.	78/593605	23-Mar-05			17, 20
United States	HYCEL	78/084545	19-Sep-01	2972620	19-Jul-05	17
United States	HYFONIC I	73/782430	23-Feb-89	1570939	12-Dec-89	17
United States	INSTANT KING	78/090410	26-Oct-01	2783141	11-Nov-03	20
United States	INTELLIFORM	78/291641	25-Aug-03	2931937	08-Mar-05	20
United States	KIDS CAN HANDLE IT!	78/319742		3030236		
United States	K-9 KOUCH	74/243381	05-Feb-92	1720330	29-Sep-92	20
United States	LUXURYBOND	75/100815	08-May-96	2063085	20-May-97	27
United States	MATRIX	73/240071		1156484		
United States	MASTER BOND	75/100722		2050857		

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	Miscellaneous Design (Figure Reclining)	78/326939	12-Nov-03	2893639	12-Oct-04	20
United States	MULTI-ZONE	78/120159	08-Apr-02	2704752	08-Apr-03	20
United States	PASSION	76/196206	18-Jan-01	2577938	11-Jun-02	27
United States	PILLOWFLEX	78/071064	26-Jun-01	2738990	15-Jul-03	17
United States	PLUSH STEP	75/100507		2047806		
United States	PROTECTAIR	73/029505	14-Aug-74	1016884	29-Jul-75	17
United States	PYRELL	72/377943	04-Dec-70	0928907	15-Feb-72	17
United States	PYROCUSHION	73/566532	04-Nov-85	1394867	27-May-86	17
United States	QUILTFLEX	76/102090	02-Aug-00	2539702	19-Feb-02	17
United States	QYLITE	76/157145	31-Oct-00	2703026	01-Apr-03	17
United States	REFLEX	75/020225	15-Nov-95	2129337	13-Jan-98	20
United States	REFLEX	78/097514	10-Dec-01	2849196	01-Jun-04	17, 24
United States	REFLEX BOUNCE	78/310922	08-Oct-03	3051574	24-Jan-06	17
United States	REFLEX CORE	75/894449	12-Jan-00	2508035	13-Nov-01	17
United States	REFLEX FIL	75/895699	12-Jan-00	2592362	09-Jul-02	17

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	REFLEX HR	75/827216	21-Oct-99	2483503	28-Aug-01	20
United States	REFLEX MEMORY	78/358042	27-Jan-04	2974446	19-Jul-05	017
United States	REFLEX MR	75/592788	20-Nov-98	2795085	16-Dec-03	20
United States	REFLEX PLUS	78/229073	24-Mar-03	2883248	07-Sep-04	17
United States	REFLEX PLUS	78/236728	11-Apr-03	2887806	21-Sep-04	17
United States	REFLEX WRAP	75/920899	16-Feb-00	2505496	06-Nov-01	17
United States	RESILITEX	78/098226	13-Dec-01	2730770	24-Jun-03	17
United States	RETIX	75/549302	03-Sep-98	2474802	07-Aug-01	07
United States	SCOTTFELT	76/221286	07-Mar-01	2923618	01-Feb-05	17
United States	SENSUS	78/067443	05-Jun-01	2626728	24-Sep-02	17
United States	SENSUS	78/453259				
United States	SHAPING THINGS TO COME	75/178255	07-Oct-96	2091360	26-Aug-97	42
United States	SIF	73/222902	11-Jul-79	1151039	14-Apr-81	17
United States	SIF FELT	74/053250	26-Apr-90	1676775	25-Feb-92	17
United States	SINGLE-CELL (Design)	72/430209	18-Jul-72	961172	19-Jun-73	17

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	SLEEP SOLUTIONS	74/620270	11-Jan-95	2226404	23-Feb-99	20, 24
United States	SLEEP SOLUTIONS	78/272462	10-Jul-03	2924366	01-Feb-05	20
United States	SMART FOAM	78/385362	16-Mar-04			17
United States	SMOOTHBOND	78/125184	30-Apr-02	2688809	18-Feb-03	17
United States	SMT	74/495548	01-Mar-94	2027420	31-Dec-96	12, 17, 20, 24, 25, 27
United States	SMT	77/071316	26-Dec-06			
United States	SOFT TOUCH	75/125689		2063353		
United States	SONATEK	73/643515	09-Feb-87	1455317	01-Sep-87	17
United States	SPECTROSEAL	75/929997	07-Feb-00	2595217	16-Jul-02	17
United States	SPECTROSEAL	76/172528	29-Nov-00	2658043	10-Dec-02	17
United States	SPECTRUM	75/207909	04-Dec-96	2478263	14-Aug-01	17
United States	SPILLTRAP	75/606710	16-Dec-98	2402718	07-Nov-00	27
United States	SUPPORT SURFACES DESIGNED TO MATCH THE HUMAN ANATOMY	78/133958	07-Jun-02	2700535	25-Mar-03	20

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class
United States	SUREFILL	77/023087	17-Oct-06			
United States	THE FEELING IS ANATOMIC	78/134483	10-Jun-02	2753024	19-Aug-03	20, 24
United States	ULTRAPLUSH	76/126223	12-Sep-00	2637631	15-Oct-02	17
United States	VELVE	73/046343	10-Mar-75	1022669	14-Oct-75	17
United States	VENUS	78/805179	02-Feb-06			
United States	VP TECHNOLOGY	78/250442	15-May-03	2955677	24-May-05	20
United States	WHISPEX	77/048496	21-Nov-06			
United States	WITHOUT US, IT'S JUST FOAM	78/381510	10-Mar-04	3018648	22-Nov-05	17, 20