

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		04/04/2007	National Banking Association: CANADA

RECEIVING PARTY DATA

Name:	Aero Products International, Inc.
Street Address:	1834 Walden Office Square, Third Floor
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2707704	AERO
Registration Number:	2764851	QUADRA COIL
Registration Number:	2764818	BED BASICS
Registration Number:	2747892	INSTASLEEP
Registration Number:	2732412	AEROBED
Registration Number:	2747576	A WHOLE NEW WAY TO THINK ABOUT AIR
Registration Number:	2429326	MINUTE BED
Registration Number:	2451991	MINUTE POOL
Registration Number:	2450452	BED IN A MINUTE
Registration Number:	1848849	SLEEP ON AIR ANYTIME ANYWHERE
Registration Number:	1839444	ONE TOUCH
Registration Number:	1755357	AERO

CORRESPONDENCE DATA

900073754

**TRADEMARK
 REEL: 003516 FRAME: 0696**

OP \$315.00 2707704

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0380
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	04/06/2007

Total Attachments: 3
source=Release of Trademarks#page1.tif
source=Release of Trademarks#page2.tif
source=Release of Trademarks#page3.tif

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 4, 2007 by CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent ("Agent").

WHEREAS, AERO PRODUCTS INTERNATIONAL, INC., a Florida corporation ("Grantor"), entered into that certain Grant of Trademark Security Interest, dated as of May 31, 2001 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on June 7, 2001 at Reel 2315, Frame 0083 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent

By: _____

Name: Leonardo Fernandez

Title: Authorized Signatory

Schedule A to Release of Trademarks

TRADEMARK	REGISTRATION/APPLICATION NO'S
Aero	2707704
Quadra Coil	2764851
Bed Basics	2764818
Instasleep	2747892
Aerobed	2732412
A whole new way to think about air	2747576
Minute bed	2429326
Minute pool	2451991
Bed in a Minute	2450452
Sleep on air anytime anywhere	1848849
One Touch	1839444
Aero	1755357