

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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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
Serial Number:	78450306	A GREAT NIGHT'S SLEEP IS IN THE BAG
Serial Number:	78221072	COZY-TOP AEROBED
Serial Number:	78914319	A GREAT NIGHT'S SLEEP IS IN THE BAG

CORRESPONDENCE DATA

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 S. 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: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated April 3, 2007, effective April 4, 2007 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,
AERO PRODUCTS INTERNATIONAL, INC.
as Grantor

By: Timothy B. Horne
Name: Timothy B. Horne
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

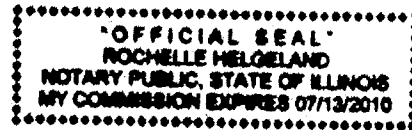
[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

On this 3rd day of April, 2007 before me personally appeared Timothy B. Horne, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aero Products International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Rochelle Helgeland
Notary Public



[Acknowledgment Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

Very truly yours,
AERO PRODUCTS INTERNATIONAL, INC.
as Grantor

By: _____
Name: Timothy B. Horne
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Kimberly A. Massa
Name: Kimberly A. Massa
Title: Its duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003516 FRAME: 0871

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>
Versa – Flo	3159708
Comfort Camp Bag	2856804
Aero Sports	3139718
Scorpion	2765806
Scorcher	2765805
Yellow Jacket	2765804
Aero (and Design)	3216414
Family Quick Pool	2706545
Pillowtop Aerobed	2699870
Raised Aerobed	2699869
Sleep Away Bed	2699868
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

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
A Great Night's Sleep is in the Bag	78450306	7/14/04
Cozy -- Top Aerobed	78221072	03/03/03
A Great Night's Sleep is in the Bag	78914319	06/22/06