

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sleep Innovations, Inc.		04/03/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Second Lien Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	76577667	COMFORT GEL
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	2716056	B'COOL IN SCHOOL
Registration Number:	2588932	BEACH INNOVATIONS
Registration Number:	2437669	BEACH PILL-O
Registration Number:	2805167	BED IN A BOX
Registration Number:	2598671	COMFORT UNIVERSITY
Registration Number:	2798886	COMFORT, PURE AND SIMPLE
Registration Number:	2700768	CONFIDANT
Registration Number:	2449890	DINO DREAMS
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2591894	DREAMTEK
Registration Number:	2702787	DREAMTOP

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Registration Number:	2801133	HUGGY
Registration Number:	2383898	HUGGY
Registration Number:	2635863	INNOVA-TEX
Registration Number:	2354111	MEGACRATE
Registration Number:	2486472	NOVAFORM
Registration Number:	2802942	NOVASOMA
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	2669002	PERSONAL EXPRESSIONS
Registration Number:	2839530	PLUSH SUPREME
Registration Number:	2801132	SENSUS
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	2640891	TEMPSOMA
Registration Number:	2801131	THE COMFORT SECRET
Registration Number:	2840894	THE DIFFERENCE IS UNDENIABLE
Registration Number:	2784622	THE SCIENCE OF COMFORT
Registration Number:	2523215	ULTIMATE SATEEN
Registration Number:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2803315	WE'VE FOUND THE SECRET
Serial Number:	78958824	COMFÔT
Serial Number:	78958908	COMFORT IS EVERYTHING
Serial Number:	77023696	COMFORT PLUS
Serial Number:	77009063	COMFORTLUXE
Serial Number:	78835372	COOLBREEZE
Serial Number:	77018551	DREAM MATTRESS
Serial Number:	78866942	FEEL THE LOVE
Serial Number:	78958621	FINE FOUNDATIONS
Serial Number:	78958758	MEMORY FOAM SYSTEM
Serial Number:	78866915	SENSUOUS SLEEP
Serial Number:	78866770	SLEEP ASSURED
Serial Number:	78832325	SLEEPWALKERS BY SLEEP INNOVATIONS
Serial Number:	78866831	THE ART OF DREAMS
Serial Number:	78866900	THE ART OF SLEEP
Serial Number:	78866974	TURNING SLEEP UPSIDE DOWN
Serial Number:	77066062	VENUS & MARS
Serial Number:	77066064	VENUS & MARS

Serial Number:	78928211	QUICK RESPONSE
Serial Number:	78798339	HEALTHY SLEEPER
Serial Number:	78798371	HEALTHY SLEEPER
Serial Number:	78618285	KOOLCOMFORT
Serial Number:	78571587	KOOLREST
Serial Number:	78865106	KOOL IMPRESSIONS
Registration Number:	2027093	BIG COMFORT
Registration Number:	3194068	DREAMAWAY
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	2198360	LURA-TEX
Registration Number:	2140886	MEMORY-FLEX
Registration Number:	1437318	MIRA-FOAM
Registration Number:	2709796	OPTIMA
Registration Number:	3000468	TOUCH OF COMFORT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1315
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	04/12/2007

Total Attachments: 9
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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 3, 2007 is made by SLEEP INNOVATIONS, INC., a New Jersey corporation, located at 187 Monmouth Parkway (Route 36), West Long Branch, New Jersey (the "Borrower"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Second Lien Collateral Agent (in such capacity, together with its successors and assigns, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of April 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among COMFORT CO., INC., a Delaware corporation ("Holdings"), Borrower, the Lenders, the Agent and JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Borrower and certain of its subsidiaries have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 3, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants a continuing security interest in and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further

action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers as of the date first above written.

SLEEP INNOVATIONS, INC.,
as Borrower

By: Neil Harris
Name: Neil Harris
Title: VP

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By: _____
Name:
Title:

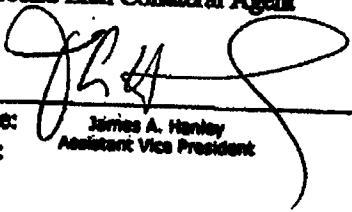
[Signature page to Second Lien Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

SLEEP INNOVATIONS, INC.,
as Borrower

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By: 
Name: James A. Hanley
Title: Assistant Vice President

[Signature page to Second Lien Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF BORROWER

STATE OF)
) ss
COUNTY OF)

On the 2nd day of April, 2007, before me personally came Neil Harris, who is personally known to me to be the Vice President of SLEEP INNOVATIONS, INC., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Tracy Deak

TRACY DEAK Public
ID # 2228118
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/26/2010

(PLACE STAMP AND SEAL ABOVE)

[Signature page to Second Lien Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF SECOND LIEN COLLATERAL AGENT

STATE OF Delaware
COUNTY OF New Castle

On the ___ day of April, 2007, before me personally came James A. Hanley, who is personally known to me to be the Assistant Vice President of WILMINGTON TRUST COMPANY, a Delaware banking corporation; who, being duly sworn did depose and say that she/he is the Asst. Secretary in such banking corporation, the banking corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

Patricia W. Zink
Notary Public PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

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[Signature Page to Second Lien Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademarks and Trademark Applications

COMFORT GEL	76/577,667	February 25, 2004	N/A	N/A
ABSOLUTE COMFORT SYSTEM	75/436,471	February 18, 1998	2471859	July 24, 2001
B'COOL IN SCHOOL	75/882,645	December 28, 1999	2716056	May 13, 2003
BEACH INNOVATIONS	75/696,070	May 3, 1999	2588932	July 2, 2002
BEACH PILL-O	75/587,359	November 12, 1998	2437669	March 20, 2001
BED IN A BOX	75/824,871	October 18, 1999	2805167	January 13, 2004
COMFORT UNIVERSITY	75/882,646	December 28, 1999	2598671	July 23, 2002
COMFORT, PURE AND SIMPLE	76/416,568	May 23, 2002	2798886	December 23, 2003
CONFIDANT	75/882,648	December 28, 1999	2700768	March 25, 2003
DINO DREAMS	75/696,351	May 3, 1999	2449890	May 8, 2001
DREAM PILLOW	75/705,822	May 13, 1999	2553247	March 26, 2002
DREAMTEK	75/490,476	May 23, 1998	2591894	July 9, 2002
DREAMTOP	75/490,477	May 23, 1998	2702787	April 1, 2003
HUGGY	76/416,972	May 23, 2002	2801133	December 30, 2003
HUGGY	75/516,292	July 9, 1998	2383898	September 5, 2000
INNOVA-TEX	75/705,820	May 13, 1999	2635863	October 15, 2002
MEGACRATE	75/527,164	July 29, 1998	2354111	May 30, 2000
NOVAFORM	75/436,427	February 18, 1998	2486472	September 11, 2001
NOVASOMA	76/263,284	May 25, 2001	2802942	January 6, 2004

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PERSONAL EXPRESSIONS	76/170,654	November 26, 2000	2602530	July 30, 2002
PERSONAL EXPRESSIONS	76/385,080	March 21, 2002	2669002	December 31, 2002
PLUSH SUPREME	76/416,563	May 23, 2002	2839530	May 11, 2004
SENSUS	76/416,971	May 23, 2002	2801132	December 30, 2003
SLEEP INNOVATIONS	75/278,221	April 21, 1997	2213871	December 29, 1998
TEMPSOMA	76/263,285	May 25, 2001	2640891	October 22, 2002
THE COMFORT SECRET	76/416,970	May 23, 2002	2801131	December 30, 2003
THE DIFFERENCE IS UNDENIABLE	76/336,872	November 13, 2001	2840894	May 11, 2004
THE SCIENCE OF COMFORT	76/116,505	August 25, 2000	2784622	November 18, 2003
ULTIMATE SATEEN	75/776,960	August 16, 1999	2523215	December 25, 2001
WE PUT THE COMFORT BACK IN YOUR BED	75/263,932	March 26, 1997	2293137	November 16, 1999
WE'VE FOUND THE SECRET	76/416,564	May 23, 2002	2803315	January 6, 2004
COMFORT	78/958,824	August 23, 2006	N/A	N/A
COMFORT IS EVERYTHING	78/958,908	August 23, 2006	N/A	N/A
COMFORT PLUS	77/023,696	October 18, 2006	N/A	N/A
COMFORTLUXE	77/009,063	September 27, 2006	N/A	N/A
COOLBREEZE	78/835,372	March 13, 2006	N/A	N/A
DREAM MATTRESS	77/018,551	October 11, 2006	N/A	N/A
FEEL THE LOVE	78/866,942	April 21, 2006	N/A	N/A
FINE FOUNDATIONS	78/958,621	August 23, 2006	N/A	N/A
MEMORY FOAM SYSTEM	78/958,758	August 23, 2006	N/A	N/A
SENSUOUS SLEEP	78/866,915	April 21, 2006	N/A	N/A

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SLEEP ASSURED	78/866,770	April 21, 2006	N/A	N/A
SLEEPWALKERS BY SLEEP INNOVATIONS	78/832,325	March 8, 2006	N/A	N/A
THE ART OF DREAMS	78/866,831	April 21, 2006	N/A	N/A
THE ART OF SLEEP	78/866,900	April 21, 2006	N/A	N/A
TURNING SLEEP UPSIDE DOWN	78/866,974	April 21, 2006	N/A	N/A
VENUS & MARS	77/066,062	December 18, 2006	N/A	N/A
VENUS & MARS	77/066,064	December 18, 2006	N/A	N/A
QUICK RESPONSE	78/928,211	12-Jul-06	N/A	N/A
HEALTHY SLEEPER	78/798,339	24-Jan-06	N/A	N/A
HEALTHY SLEEPER	78/798,371	24-Jan-06	N/A	N/A
KOOLCOMFORT	78/618,285	27-Apr-05	N/A	N/A
KOOLREST	78/571,587	21-Feb-05	N/A	N/A
KOOL IMPRESSIONS	78/865,106	19-Apr-06	N/A	N/A
BIG COMFORT	75/051,870	01-Feb-96	31-Dec-96	2,027,093
DREAMAWAY	78/842,146	21-Mar-06	02-Jan-07	3,194,068
KOOLCOMFORT	78/977,034	27-Apr-05	07-Nov-06	3,168,814
LURA-TEX	75/366,216	01-Oct-97	20-Oct-98	2,198,360
MEMORY-FLEX	75/258,082	17-Mar-97	03-Mar-98	2,140,886
MIRA-FOAM	73/594,251	18-Apr-86	21-Apr-87	1,437,318
OPTIMA	76/101,797	02-Aug-00	22-Apr-03	2,709,796
TOUCH OF COMFORT	76/609,193	25-Aug-04	27-Sep-05	3,000,468

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