

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leggett & Platt, Incorporated		03/30/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Sleep Innovations, Inc.		
Street Address:	187 Route 36		
Internal Address:	Suite 101		
City:	West Long Branch		
State/Country:	NEW JERSEY		
Postal Code:	07764		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77069771	VITALIZE	
CORRESPONDENCE DATA			
Fax Number:	(202)637-2201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-637-2200		
Email:	jennifer.pugh-nolan@lw.com		
Correspondent Name:	Lara Kayayan		
Address Line 1:	555 Eleventh Street, NW		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	039964-0006		
NAME OF SUBMITTER:	Lara Kayayan		
Signature:	/LKayayan/		

OP \$40.00 77069771

Date:

04/17/2007

Total Attachments: 9

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is effective the 30th day of March, 2007 (the "Effective Date"), between Leggett & Platt, Incorporated, a Missouri corporation ("Licensor") and Sleep Innovations, Inc., a New Jersey corporation ("Licensee").

WHEREAS, Licensor is the owner of common law rights in the trademark VITALIZE (the "Trademark") in connection with foam pillows and mattress toppers (collectively, the "Licensed Products");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of March 12, 2007 (the "Asset Purchase Agreement"), Licensee purchased from Licensor and certain of Licensor's affiliates certain assets used to conduct the Business (as defined in the Asset Purchase Agreement), including certain Trademarks (as defined in the Asset Purchase Agreement) listed on a schedule to the Asset Purchase Agreement, but excluding the Trademark; and

WHEREAS, Licensee desires to acquire, and Licensor is willing to grant Licensee, a non-exclusive license to use the Trademark on or in connection with the advertising, marketing and sales of Licensed Products, subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for other valuable consideration, it is agreed by and between the parties as follows:

1. Trademark Rights.

a. Licensor believes that it owns common law rights to the Trademark in the United States for use in connection with the Licensed Products. Licensor further believes that it has the right to grant Licensee the license described in Section 2 of this Agreement.

b. However, Licensor does not represent that no challenge could or will ever be made to the Trademark or to Licensor's rights thereto, or that if made, any such challenge would be defeated, or that Licensor would determine it advisable to resist any particular challenge.

2. Trademark License. Licensor hereby grants Licensee a non-exclusive, royalty-free, fully-paid, non-transferable (except pursuant to Section 11.b), right and license to use the Trademark, during the term of this Agreement, on or in connection with the advertising, marketing and sale of Licensed Products in the Licensed Territory. During the term of the Seller Restrictive Covenants provided in Section 8.9 of the Asset Purchase Agreement, Licensor agrees not to grant to others a license to use the Trademark in the Territory (as defined in Section 8.9 of the Asset Purchase Agreement) in connection with to the Licensed Products. In the event that Licensor should obtain a registration of the Trademark in any of the countries in the Licensed Territory, the license set forth in this Section 2 shall be deemed to include the right to use the registered mark. In the event that an affiliate of Licensor should obtain a registration of the Trademark in any of the

countries in the Licensed Territory, Licensor shall promptly notify Licensee and cause such affiliate to grant Licensee a license to such registered mark on the terms and conditions set forth herein.

3. Licensed Territory: Licensee's right to use the Trademark in connection with the Licensed Products extends to North America (including Central America and the Caribbean but excluding South America), and the territories and possessions of such countries, whether or not geographically located within North America. (the "Licensed Territory").

4. Inspection. Licensor shall have access, on reasonable notice during reasonable business hours, to Licensee's manufacturing facilities at which Licensed Products are manufactured and to Licensee's production and other records for the purpose of observing, and testing, where applicable, manufacturing procedures and methods, compliance with agreed specifications, and quality of Licensed Products produced, as well as Licensee's compliance with all other terms of this agreement. Such visits may include formal quality control examinations. Licensee agrees to cooperate in facilitating such examinations, when conducted.

5. Trademark Use and Marking by Licensee.

a. The Trademark will be prominently displayed on labels and packaging for the Licensed Products and otherwise in advertising and selling the Licensed Products. The Trademark may be used only on or in connection with Licensed Products and may not be used on or in connection with any other products. Nothing in this agreement shall require Licensee to use the Trademark or shall prevent Licensee from using its own trademarks on any other products, including without limitation, products of the nature of the Licensed Products.

b. Any trademark registrations with respect to the Trademark for the Licensed Products or any other products shall be procured by and for the benefit of Licensor and at Licensor's direction and expense. Licensee agrees to cooperate with Licensor in filing registrations for the Trademark. Licensee agrees not to file any such registrations. Licensee agrees not to use the Trademark on any products except the Licensed Products.

c. Upon reasonable request by Licensor, Licensee will furnish to Licensor, free of cost, for Licensor's prior written approval as to quality and style, samples of each label, packaging, document, or other item displaying or using the Trademark. Licensor will respond and inform Licensee of Licensor's approval or disapproval within 20 business days of receipt of each such sample, otherwise the sample is deemed approved. Licensee will not use any label, packaging, document or other item belonging to Licensor without receiving approval from Licensor, and Licensor shall not unreasonably withhold its approval.

6. Quality Control.

a. Licensee shall manufacture, market and sell the Licensed Products in a high quality manner which meets or exceeds the quality of similar products manufactured, marketed and sold by other manufacturers of products similar to the Licensed Products, including Licensor. To ensure compliance with this quality control obligation, upon request by Licensor, Licensee agrees to furnish to Licensor, free of cost, for Licensor's prior written approval as to quality, samples of Licensed Products as packaged for distribution and sale. Licensor will respond and inform Licensee of Licensor's approval or disapproval within 20 business days of receipt of each such sample, otherwise the sample is deemed approved. Licensee will not market any such Licensed Product without receiving approval from Licensor, and Licensor will not unreasonably withhold its approval.

b. If Licensor reasonably determines that Licensee is not meeting its quality control obligations as set forth herein, Licensor will notify Licensee of Licensor's determination in writing. Upon receipt of such notice, Licensee will make reasonable changes in the manufacturing, marketing and selling of the Licensed Products to meet such quality control obligations to the satisfaction of Licensor, which determination of satisfaction shall not be unreasonably withheld.

c. If any customer makes any written or oral complaint to Licensee with regard to the quality of any of the Licensed Products and such complaint can be reasonably interpreted to mean the Licensee is not fulfilling its quality control obligations hereunder, then Licensee will adopt reasonable measures to meet its quality control obligations hereunder, and provide Licensor a summary of each complaint and the measures enacted to address the complaint.

7. Acknowledgement of Licensor's Trademark Rights.

a. Licensee acknowledges Licensor's ownership of the Trademark, recognizes the value of the goodwill associated with the Trademark, and acknowledges that the goodwill belongs exclusively to Licensor and that all use of the Trademark by Licensee inures to the benefit of Licensor. Licensee agrees not to attack the validity, ownership, or any rights of Licensor to or in the Trademark or any registrations of the Trademark.

b. Licensee agrees that it will not harm, misuse, or bring into disrepute the Trademark. Licensee will use the Trademark in an ethical manner and in accordance with the terms and intent of this agreement. Licensee will comply with all laws and regulations relating or pertaining to the Licensed Products and will maintain Licensor's quality of the Licensed Products.

c. Licensor retains all rights in the Trademark not expressly granted to Licensee. Licensee shall have no right to sublicense, assign or otherwise transfer any rights under this agreement; provided that Licensee may have Licensed Products made and sold by any company owned by or under common ownership

of Licensee and further provided that Licensee may assign this Agreement to a purchaser of the Business if such purchaser formally accepts all obligations of Licensee stated herein. Licensee may have Licensed Products manufactured for it by subcontractors, provided that Licensee shall remain responsible for complying with the terms of this Agreement. Licensee may enter into trademark agreements with distributors and retailers of authentic Licensed Products made and marked with the Trademark by Licensee, or its affiliates or contractors.

8. Term and Termination.

a. The initial term of this license agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 8.b or 8.c, terminate on December 31, 2009. This agreement will thereafter be automatically renewed in three (3) year increments; provided Licensee may elect not to have this agreement automatically renew by giving at least ninety (90) days written notice of such election to Licensor in advance of the end of the initial term or any renewal term.

b. Licensor shall have the right to terminate this Agreement at any time in the event that Licensor has not used the Trademark in connection with Licensed Products for a period of eighteen (18) consecutive months and Licensor fails to use the Trademark in connection with Licensed Products within sixty (60) days after receipt of written notice that Licensor plans to terminate this Agreement on account of such non-use. Such right may be exercised by giving ten (10) days written notice of termination at any time after expiration of such sixty (60)-day period.

c. Either party shall have the right to terminate this agreement at any time in the event of a material breach of this Agreement by the other which is not cured within thirty (30) days after written notice thereof (the "Cure Period") from the other. Such right to terminate may be exercised by giving ten (10) days written notice of termination at any time after expiration of the Cure Period.

d. Except as herein provided, all rights and obligations hereunder shall be terminated, including without limitation Licensee's right to sell Licensed Products and use the Trademark upon termination of this agreement, except that termination will not relieve either party of any obligation or liability for any breach or default that occurred before termination.

9. Third Party Infringement. Each party shall notify the other in writing of any infringement or imitation by others of the Trademark if and when such becomes known to it, as well as of any claims or allegations that such party's use of the Trademark infringes the rights of others. Licensor shall make its own assessment as to whether the action or use of any name or mark by a third party amounts to an infringement of the Trademark or Licensor's rights therein, or an imitation thereof likely to cause confusion as to the source of any products or services; and

Licensor shall also determine, in its sole discretion, whether to take any legal action with respect thereto.

10. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORIES OF CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Miscellaneous.

a. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand by facsimile, or by nationally recognized private courier shall be deemed given on the first business day following receipt; provided, however, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail, on or before two (2) business days after its delivery by facsimile. All notices shall be addressed as follows:

If to Licensor:

Addressed to

Leggett & Platt, Incorporated
No. 1 Leggett Road
P.O. Box 757
Carthage, Missouri 64836-0757
Attention: Patent Counsel
Fax: (417) 358-8449

with a copy to

Conley Rose, P.C.
5700 Granite Parkway, Suite 330
Plano, TX 75024
Attention: Kristin Jordan Harkins
Fax: (972) 731-2289

If to Licensee:

Addressed to

c/o Catterton Partners
7 Greenwich Office Park, Suite 200
599 Putnam Avenue
Greenwich, Connecticut 06380
Attention: Craig Sakin and Jon Owsley
Facsimile: (203) 629-4903

with a copy to
Latham & Watkins LLP
355 Eleventh Street NW, Suite 1000
Washington, DC 20004
Attention: Eric A. Stern
Fax: (202) 637-2201

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 11.e.

b. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Delaware. This agreement represents the entire agreement with respect to the use of the Trademark and shall supersede all previous oral and/or written agreements or undertakings between the parties hereto with respect to the Trademark. No waiver, modification, or cancellation of any term or condition of this agreement shall be effective unless executed in writing by the party charged herewith.

c. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

d. Subject to Article X (Indemnification) of the Asset Purchase Agreement, including but not limited to Sections 10.7 and 10.8 thereof, Licensee agrees to indemnify and hold Licensor harmless from and against any Damages (as defined

in the Asset Purchase Agreement) relating to product liability claims sustained or incurred by any of them that arise out of or are asserted against Licensor by reason of Licensee's manufacture or sale of any Licensed Product. This indemnification obligation shall continue for the term of this Agreement.

e. Each party shall take such actions and execute such documents and instruments as may be reasonably required by the other party to carry out the purposes of this Agreement.

f. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the parties under this Agreement.

g. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Counterparts delivered via facsimile shall have the same force and effect as originally executed counterparts.

[signature page follows]

IN WITNESS WHEREOF, the parties hereby have signed this agreement as of the day and year as indicated below.

SLEEP INNOVATIONS, INC.

By: Neil Harris

Printed Name: Neil Harris

Title: VP

Date: _____

LEGGETT & PLATT, INCORPORATED

By: _____

Printed Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereby have signed this agreement as of the day and year as indicated below.

SLEEP INNOVATIONS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

LEGGETT & PLATT, INCORPORATED

By: Karl G. Glassman

Printed Name: KARL G. GLASSMAN

Title: Chief Operating Officer

Date: _____