

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Comfort Inc.		08/30/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2489738	ADVANCED COMFORT	
Registration Number:	2463230	ABED.COM	
Registration Number:	2542400	ABED.COM	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8051		
Email:	kgibson@stradley.com		
Correspondent Name:	Christopher Rosenbleeth, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
ATTORNEY DOCKET NUMBER:	158430-1017		
NAME OF SUBMITTER:	Christopher Rosenbleeth		

CH \$90.00 2489738

Signature:

/CR/

Date:

09/17/2007

Total Attachments: 4

source=CIT 673913 #page1.tif

source=CIT 673913 #page2.tif

source=CIT 673913 #page3.tif

source=CIT 673913 #page4.tif

Security Agreement

Trademarks

WHEREAS, ADVANCED COMFORT INC., a New York corporation (herein referred to as "**Advanced**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Advanced is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (herein referred to as "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Advanced has granted to Lender a security interest in, and mortgage on, all right, title and interest of Advanced in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Advanced does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Advanced does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 11 West 42nd Street, New York, New York 10036.

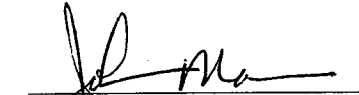
IN WITNESS WHEREOF, Advanced has caused this Agreement to be duly executed by its duly authorized officer as of the 30th day of August, 2007.

ADVANCED COMFORT INC

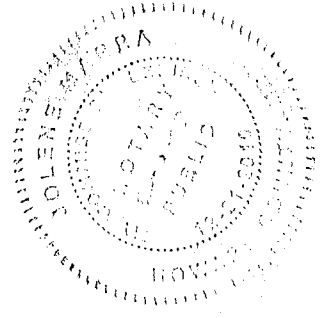
By: 
Name: Michael Zipelli
Title: Chief Executive Officer and President

STATE OF Maryland)
) ss:
COUNTY OF Howard)

On this 11th day of September 2007, before me personally came Michael Zipelli, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer and President of ADVANCED COMFORT INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public



SCHEDULE A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
2489738	September 18, 2001	N/A
2463230	June 26, 2001	N/A
2542400	February 26, 2002	N/A

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
		None.	

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	