

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONSOLIDATED BEDDING, INC.		06/25/2007	CORPORATION: DELAWARE
NATURE'S REST, INC.		06/25/2007	CORPORATION: FLORIDA
NATURE'S REST MARKETING, L.L.C.		06/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
AMERICAN BEDDING INDUSTRIES, INC.		06/25/2007	CORPORATION: FLORIDA
TSAC MERGER SUB, INC.		06/25/2007	CORPORATION: ILLINOIS
THE SPRING AIR COMPANY		06/25/2007	CORPORATION: ILLINOIS
SPRING AIR PARTNERS - NORTH AMERICA, INC.		06/25/2007	CORPORATION: DELAWARE
SPRING AIR PARTNERS - NEW JERSEY, INC.		06/25/2007	CORPORATION: NEW JERSEY
SPRING AIR PARTNERS - CALIFORNIA, INC.		06/25/2007	CORPORATION: NEW JERSEY
CHATTAM & WELLS, INC.		06/25/2007	CORPORATION: DELAWARE
SPRING AIR PARTNERS - TEXAS, INC.		06/25/2007	CORPORATION: NEW JERSEY
SPRING AIR CALIFORNIA-DELUXE BEDDING CO., INC.		06/25/2007	CORPORATION: CALIFORNIA
ACKERMAN MANUFACTURING COMPANY		06/25/2007	CORPORATION: MISSOURI
SPRING AIR MATTRESS COMPANY OF COLORADO		06/25/2007	CORPORATION: COLORADO
SPRING AIR - MOUNTAIN WEST, INC.		06/25/2007	CORPORATION: UTAH
SPRING AIR WEST, L.L.C.		06/25/2007	LIMITED LIABILITY COMPANY: WASHINGTON
SPRING AIR MATTRESS COMPANY		06/25/2007	CORPORATION: ARIZONA
SPRING AIR BEDDING COMPANY		06/25/2007	CORPORATION: GEORGIA
ATLAS BEDDING			

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**900097996**

**TRADEMARK  
 REEL: 003708 FRAME: 0815**

MANUFACTURING CORPORATION		06/25/2007	CORPORATION: MASSACHUSETTS
ASSOCIATED TRUCKING COMPANY, INC.		06/25/2007	CORPORATION: ALABAMA
ALABAMA BEDDING MFG. CO., INC.		06/25/2007	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	L&P FINANCIAL SERVICES, CO.
Street Address:	Post Office Box 757
Internal Address:	Number 1 Leggett Road
City:	Carthage
State/Country:	MISSOURI
Postal Code:	64836
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2182334	CHATTAM & WELLS
Registration Number:	2279289	CHATTAM & WELLS
Registration Number:	2217121	CHATTAM EDGE
Registration Number:	2412915	FLEUR DE LIS
Registration Number:	2195622	PORTRAIT FRAME
Registration Number:	2612317	ROYAL EUROPEAN MATTRESS
Registration Number:	2835396	SENSOR TECH
Registration Number:	2185864	TIMELESS QUALITY - CRAFTED BY HAND
Serial Number:	78707351	CHATTAM & WELLS LUXE
Registration Number:	2322321	CHIRO RELIEF
Serial Number:	77135665	ENERGEL
Registration Number:	2327252	ORTHO RELIEF
Registration Number:	2695218	CITY REST
Registration Number:	2695217	CITY SLEEP
Registration Number:	2630208	ERGOTEX
Registration Number:	2259938	EURO SLEEP
Registration Number:	2529121	NATURE'S BED
Registration Number:	2660369	NATURE'S PILLOW
Registration Number:	2660368	NATURE'S QUILT

Registration Number:	2009717	AMERICAN BEDDING
Registration Number:	2698601	PERFECT BALANCE
Registration Number:	2850248	POWER SPRING
Registration Number:	2957654	SLEEP SENSE
Registration Number:	2304738	NATURE'S BEST
Registration Number:	2269691	NATURE'S REST
Registration Number:	2971615	NATURE'S REST P.M.
Serial Number:	76593879	NATURE'S SECRET
Registration Number:	2944620	NATURE'SFORM
Registration Number:	2964871	NATUREZONE
Registration Number:	2792540	SLEEPINERGY
Registration Number:	3124087	TELATEX
Registration Number:	3091984	URBAN LOFT
Registration Number:	1748523	COMFORT ENHANCER
Registration Number:	3043854	CUSTOM CUSHION
Registration Number:	3000518	DUAL PEDIC
Registration Number:	1610590	ORTHO FITNESS
Registration Number:	0826859	PERM-A-QUILT
Registration Number:	1695612	POSTURE CORRECTOR
Registration Number:	1666766	SPINAL ADJUSTER
Registration Number:	1675119	STRESS RELIEVER
Registration Number:	0820743	ULTRA-PEDIC
Registration Number:	0820742	VITA-REST
Registration Number:	0785203	SELECT-A-PEDIC
Registration Number:	2657064	MAISON ROYALE
Registration Number:	2865256	MEMORYPEDIC
Registration Number:	3070697	SPACE AGE MEMORY FOAM TECHNOLOGY
Registration Number:	3070865	ULTIMATE BEARIOR
Registration Number:	2995543	NATURAL SECRETS
Registration Number:	2166536	BACK CHOICE
Registration Number:	3061133	I.S.S
Serial Number:	78404133	INTEGRATED SUPPORT SYSTEM
Registration Number:	0805958	LOGGARD
Registration Number:	1075040	PACIFIC
Registration Number:	2268855	PACIFIC MATTRESS

Registration Number:	2268754	PACIFIC MATTRESS COMPANY
Serial Number:	78542714	PREFERENCE SLEEP PRODUCTS
Serial Number:	77194310	A AVIARO
Serial Number:	72050808	SPINE-SAVER

**CORRESPONDENCE DATA**

Fax Number: (314)259-2020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 314-259-2000  
Email: ndcollora@bryancave.com  
Correspondent Name: Daniel A. Crowe  
Address Line 1: 211 North Broadway, Suite 3600  
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	C06411/0171477
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	01/31/2008

**Total Attachments: 51**

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THE INDEBTEDNESS SECURED BY THIS AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR DEBT, AS DEFINED AND AS AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JUNE 25, 2007, ENTERED INTO BY AMERICAN CAPITAL FINANCIAL SERVICES, INC., AS ADMINISTRATIVE AND COLLATERAL AGENT (THE "AGENT") AND L&P FINANCIAL SERVICES CO. (AS AMENDED, MODIFIED, REPLACED AND IN EFFECT FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT").

**SECOND AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY AGREEMENT**

This Second Amended and Restated Collateral Assignment of Intellectual Property Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of June 25, 2007 by Consolidated Bedding, Inc., a Delaware corporation ("Holdings"), Nature's Rest, Inc., a Florida corporation, Nature's Rest Marketing, L.L.C., a Delaware limited liability company, American Bedding Industries, Inc., a Florida corporation, TSAC Merger Sub, Inc., an Illinois corporation, The Spring Air Company, an Illinois corporation, Spring Air Partners – North America, Inc., a Delaware corporation, Spring Air Partners – New Jersey, Inc., a New Jersey corporation, Spring Air Partners – California, Inc., a New Jersey corporation, Chattam & Wells, Inc., a Delaware corporation, Spring Air Partners- Texas, Inc., a New Jersey corporation, Spring Air California-Deluxe Bedding Co., Inc., a California corporation, Ackerman Manufacturing Company, a Missouri corporation, Spring Air Mattress Company of Colorado, a Colorado corporation, Spring Air – Mountain West, Inc., a Utah corporation, Spring Air West, L.L.C., a Washington limited liability company, Spring Air Mattress Company, an Arizona corporation, Spring Air Bedding Company, a Georgia corporation, Atlas Bedding Manufacturing Corporation, a Massachusetts corporation, Associated Trucking Company, Inc., an Alabama corporation and Alabama Bedding Mfg. Co., Inc., an Alabama corporation (individually and collectively, the "Grantor"), in favor of L&P Financial Services, Co. , a Delaware corporation, (the "Subordinated Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Second Amended and Restated Senior Subordinated Loan, Security and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, certain of their affiliates, and the Subordinated Lender (the "Subordinated Loan Agreement").

**RECITALS**

**WHEREAS**, certain of the Grantors and the Subordinated Lender are parties to the Amended and Restated Collateral Assignment of Intellectual Property, dated as of January 25, 2005 (the "Existing IP Agreement"), in which certain of the Grantors collaterally assigned their right, title and interest in their intellectual property to secure their obligations under the Existing Loan Agreement;

**WHEREAS**, Holdings has determined to enter in certain acquisitions whereby Holdings has acquired all of the outstanding capital stock of the Target Companies, under the terms and conditions set forth in the Acquisition Agreements;

**WHEREAS**, concurrently with the closings of the Acquisitions, certain of the

Grantors and the Subordinated Lender have determined to amend and restate the Existing Loan Agreement, pursuant to which the Subordinated Lender has agreed to consent to the acquisitions of the Target Companies and continue to provide financial accommodations to the Loan Parties, including the amendment and restatement of the Existing Security Documents;

**WHEREAS**, the Grantors will derive substantial direct and indirect benefit from the Subordinated Loan and other financial accommodations provided by the Subordinated Lender under the Subordinated Loan Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Subordinated Lender to execute and perform under the Subordinated Loan Agreement that the Grantors shall have executed and delivered this IP Security Agreement to the Subordinated Lender;

**NOW, THEREFORE**, in consideration of the willingness of the Subordinated Lender to amend and restate the Subordinated Loan Agreement and to permit the joinder of the Target Companies, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### AGREEMENT

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Subordinated Loan and the performance of all and each of the Grantor's Obligations under the Subordinated Loan Agreement, each Grantor hereby grants to the Subordinated Lender, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral"):

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The U.S. and foreign copyrights, associated copyright registrations, applications for copyright registration and copyright licenses set forth on Schedule C attached hereto (collectively, the "Copyrights");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything to the contrary contained herein, any other Subordinated Loan Document or in the Existing Security Agreements, the IP Collateral shall not include any of the Excluded Collateral.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Subordinated Lender in the IP Collateral.

3. Assignment. Upon the request of the Subordinated Lender after the occurrence and during the continuance of an Event of Default, subject to applicable law and subject to the rights of Senior Secured Parties, each Grantor shall execute and deliver to the Subordinated Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Subordinated Lender.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Subordinated Lender a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Subordinated Lender's discretion, to take any action and to execute any instrument that the Subordinated Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Subordinated Lender and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and /or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Subordinated Lender and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Subordinated Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States



Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Subordinated Lender in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, subject to applicable law, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Subordinated Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Subordinated Lender deems in its Permitted Discretion to be in the best interest of the Subordinated Lender, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to any Person or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to any Person.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's Obligations under the Subordinated Loan Agreement (the "Obligations") secured hereby have been paid or performed in full and the Subordinated Loan Agreement has been terminated (except for any obligations designated under the Subordinated Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Subordinated Loan Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby and (b) the termination of the Subordinated Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Subordinated Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Subordinated Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Subordinated Lender, concurrently with delivery of Grantor's quarterly financial statements pursuant to the Subordinated Loan Agreement, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the

provisions of and the security interest granted to the Subordinated Lender under the Subordinated Loan Agreement. The rights and remedies of the Grantor and the Subordinated Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Subordinated Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Subordinated Loan Agreement or the other Subordinated Loan Documents, the provisions of the Subordinated Loan Agreement or the other Subordinated Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

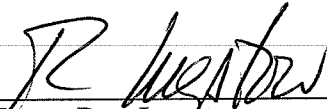
(c) This IP Security Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

8. Subordination. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR IN ANY OTHER SUBORDINATED LOAN DOCUMENT TO THE CONTRARY, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SUBORDINATED LENDER'S RIGHTS OR REMEDIES SET FORTH HEREIN) AND THE OTHER SUBORDINATED LOAN DOCUMENTS AND ANY AMENDMENT, MODIFICATION, ASSIGNMENT, SUPPLEMENT, RESTATEMENT, EXTENSION, RENEWAL, REFINANCING, RESTRUCTURING, REFUNDING OR REPLACEMENT OF ANY OF THEM OR OF ALL OR ANY PART OF THE DEBT REPRESENTED THEREBY (AND ALL SUCH DEBT AND DOCUMENTATION SHALL CONTAIN APPROPRIATE LEGENDS TO SUCH EFFECT) ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JUNE 25, 2007, ENTERED INTO BY THE SUBORDINATED LENDER AND AMERICAN CAPITAL FINANCIAL SERVICES, INC., AS ADMINISTRATIVE AND COLLATERAL AGENT, AND IN THE EVENT OF ANY AMBIGUITY BETWEEN THE TERMS OF THIS AGREEMENT AND SUCH INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**


CONSOLIDATED BEDDING, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary


NATURE'S REST, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

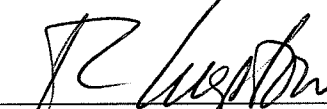
NATURE'S REST MARKETING, L.L.C.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

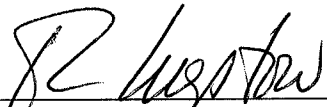
AMERICAN BEDDING INDUSTRIES, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

TSAC MERGER SUB, INC.


By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

THE SPRING AIR COMPANY


By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

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SPRING AIR PARTNERS – NORTH  
AMERICA, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary


SPRING AIR PARTNERS – NEW JERSEY,  
INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

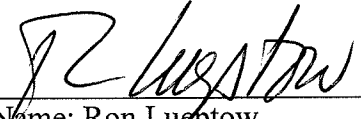
SPRING AIR PARTNERS – CALIFORNIA,  
INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

CHATTAM & WELLS, INC.

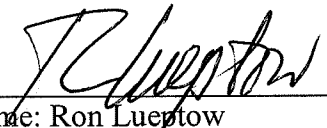
By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

SPRING AIR CALIFORNIA-DELUXE  
BEDDING CO., INC.

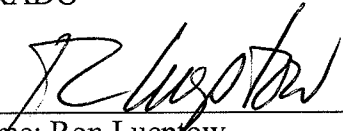
By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

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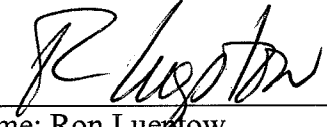
ACKERMAN MANUFACTURING  
COMPANY

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

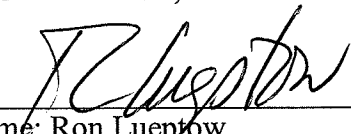
SPRING AIR MATTRESS COMPANY OF  
COLORADO

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

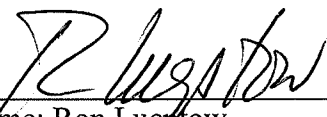
SPRING AIR - MOUNTAIN WEST, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

SPRING AIR WEST, L.L.C.

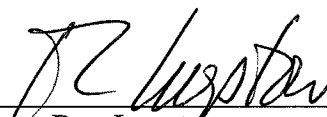
By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

SPRING AIR MATTRESS COMPANY

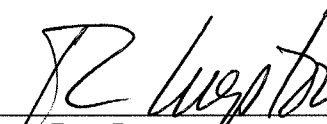
By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

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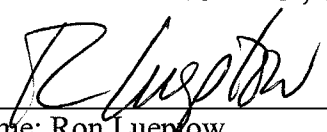
SPRING AIR BEDDING COMPANY

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

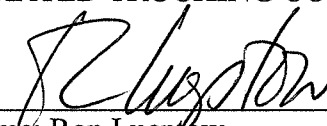
ATLAS BEDDING MANUFACTURING  
CORP.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary


ALABAMA BEDDING MFG., CO., INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

ASSOCIATED TRUCKING COMPANY, INC.

By:   
Name: Ron Lueptow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

SPRING AIR PARTNERS - TEXAS, INC.

By:   
Name: Ron Lueprow  
Title: Chief Financial Officer, Treasurer,  
Vice President and Secretary

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**SUBORDINATED LENDER:**

L&P FINANCIAL SERVICES CO.

By: Sheel Mossbeck  
Name: Sheel L. Mossbeck  
Title: Vice President



**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of CONSOLIDATED BEDDING, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public  
My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

---

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of NATURE'S REST, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_


**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS :  
: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of NATURE'S REST MARKETING, L.L.C., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

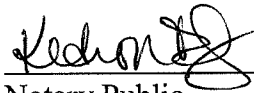
**KEIRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of AMERICAN BEDDING INDUSTRIES, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of TCAC MERGER SUB, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of THE SPRING AIR COMPANY, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

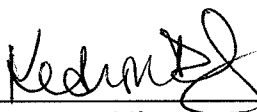
**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR PARTNERS - NORTH AMERICA, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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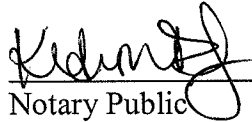
**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR PARTNERS - NEW JERSEY, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

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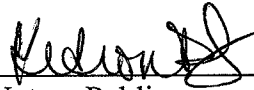
**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR PARTNERS - CALIFORNIA, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS :

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of CHATTAM & WELLS, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR PARTNERS - TEXAS, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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**My Commission Expires May 2, 2008**

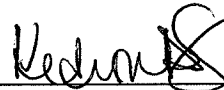
**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR CALIFORNIA-DELUXE BEDDING CO., INC. as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of ACKERMAN MANUFACTURING COMPANY, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR MATTRESS COMPANY OF COLORADO, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
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**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR - MOUNTAIN WEST, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
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**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR WEST, L.L.C., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
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**My Commission Expires May 2, 2008**



**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
: SS

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COUNTY OF SUFFOLK :

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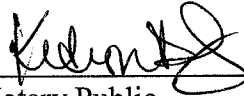
**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

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COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of SPRING AIR BEDDING COMPANY, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



Notary Public

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**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :  
 : SS  
COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of ATLAS BEDDING MANUFACTURING CORP., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
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**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of ALABAMA BEDDING MFG., CO., INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS :

: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of ASSOCIATED TRUCKING COMPANY, INC., as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
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Notary Public  
My Commission Expires: \_\_\_\_\_

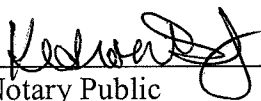
**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS :  
: SS

COUNTY OF SUFFOLK :

Before me, the undersigned, a Notary Public, on this 25 day of June 2007, personally appeared Ron Lueptow to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer, Vice President and Secretary of Spring Air Partners - Texas Inc as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chief Financial Officer, Treasurer, Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**KEDRON D. OBERNDORF, Notary Public**  
**My Commission Expires May 2, 2008**

**Schedule A**  
**Patents**

**United States Patents:**

Pub. No.	Pat. No.	Ser. No.	Title	Issue Date	Owner
---	6212720	09520981	Mattress tub	4-10-2001	American Bedding Industries, Inc.
---	6223371	09292604	Mattress and method of manufacture	5-1-2001	American Bedding Industries, Inc.
---	6290800	09452461	Machine for and a method of manufacturing a laminate particularly adapted for bedding, padding, and upholstering	9-18-2001	American Bedding Industries, Inc.
US20010048997	6447874	09918506	Laminate for bedding, padding, upholstering and like applications	9-10-2002	American Bedding Industries, Inc.
---	6701551	10253877	Upholstered slat box spring/bed	3-9-2004	American Bedding Industries, Inc.
---	6782575	10655016	Mattress core and mattress providing pressure relief and minimizing body pressure	8-31-2004	American Bedding Industries, Inc.
20040237204	---	10446729	Mattress having a spring unit with a single upper peripheral border rod locked within a chamber of a synthetic foam plastic material housing	05-29-2003	American Bedding Industries, Inc.
20070017033	---	11528604	Mattress having a zoned spring unit with firmness indicating zones formed by a multiple colored top panel	09-28-2006	American Bedding Industries, Inc.
---					
---	5878455	09009793	Corner guard for mattress	3-9-1999	Chattam & Wells, Inc.
---	6223370	09442923	Anti-roll off mattress construction	5-1-2001	Chattam & Wells, Inc.
---	6249924	08801830	Anti-roll off mattress construction	6-26-2001	Chattam & Wells, Inc.

Pub. No.	Pat. No.	Ser. No.	Title	Issue Date	Owner of Record
20020148043	6588035	09835706	Mattress support system	7-8-2003	The Spring Air Company

---	6041459	08943846	Convoluted foam cushion	3-28-2000	The Spring Air Company
---	5974609	09106240	Quilt top mattress with convoluted foam cushion	11-2-1999	The Spring Air Company
---	5469590	08206313	Mattress with compressible support members	11-28-1995	The Spring Air Company
---	4809375	06855138	Mattress with removable mattress cover	3-7-1989	The Spring Air Company
---	<i>D383349</i>	<i>29056966</i>	<i>Cushion pad</i>	<i>9-9-1997</i>	The Spring Air Company
20070044245		11218230	Mattress with triple zone topper	09-01-2005	The Spring Air Company
20040163180*		10373908	Compressible encasement tray for bedding and method for selectively modifying bedding product	02-25-2003	The Spring Air Company
20030019043*		09915004	Encased innerspring mattress and method of making same	07-25-2001	The Spring Air Company

\* - Abandoned

**Foreign Patents:**

None.



**Schedule B**  
**Trademarks and Service Marks**

**United States Trademarks:**

Ser. No.	Reg. No.	Mark	Owner
75324048	2182334	CHATTAM & WELLS	Chattam & Wells
75526387	2279289	CHATTAM & WELLS & Design	Chattam & Wells
75350115	2217121	CHATTAM EDGE	Chattam & Wells
75551009	2412915	FLEUR DE LIS	Chattam & Wells
75342877	2195622	PORTRAIT FRAME	Chattam & Wells
76265829	2612317	ROYAL EUROPEAN MATTRESS	Chattam & Wells
78146949	2835396	SENSOR TECH	Chattam & Wells
75330878	2185864	TIMELESS QUALITY - CRAFTED BY HAND	Chattam & Wells
78707351	---	CHATTAM & WELLS LUXE	Consolidated Bedding, Inc.
75439672	2322321	CHIRO RELIEF	Consolidated Bedding, Inc.
77135665	---	ENERGEL	Consolidated Bedding, Inc.
75439673	2327252	ORTHO RELIEF	Consolidated Bedding, Inc.
76373218	2695218	CITY REST	American Bedding Industries, Inc.
76373215	2695217	CITY SLEEP	American Bedding Industries, Inc.
76145426	2630208	ERGOTEX	American Bedding Industries, Inc.
75354050	2259938	EURO SLEEP	American Bedding Industries, Inc.
75924017	2529121	NATURE'S BED	American Bedding Industries, Inc.
76140897	2660369	NATURE'S PILLOW	American Bedding Industries, Inc.
76140624	2660368	NATURE'S QUILT	American Bedding Industries, Inc.
74687687	2009717	AMERICAN BEDDING	American Bedding Industries, Inc.
76310830	2698601	PERFECT BALANCE	American Bedding Industries, Inc.
76461014	2850248	POWER SPRING	American Bedding Industries, Inc.
76529183	2957654	SLEEP SENSE	American Bedding Industries, Inc.
75424956	2304738	NATURE'S BEST	Nature's Rest, Inc.
75354051	2269691	NATURE'S REST	Nature's Rest, Inc.
76464947	2971615	NATURE'S REST P.M.	Nature's Rest, Inc.
76593879	---	NATURE'S SECRET	Nature's Rest, Inc.

76535699	2944620	NATURE'SFORM	Nature's Rest, Inc.
76617917	2964871	NATUREZONE	Nature's Rest, Inc.
76406571	2792540	SLEEPINERGY	Nature's Rest, Inc.
76606445	3124087	TELATEX	Nature's Rest, Inc.
76618768	3091984	URBAN LOFT	Nature's Rest, Inc.
74134838	1748523	COMFORT ENHANCER	Spring Air Partners - New Jersey, Inc
76610266	3043854	CUSTOM CUSHION	Spring Air Partners - New Jersey, Inc
76610267	3000518	DUAL PEDIC	Spring Air Partners - New Jersey, Inc
73809897	1610590	ORTHO FITNESS	Spring Air Partners - New Jersey, Inc
72203663	0826859	PERM-A-QUILT	Spring Air Partners - New Jersey, Inc
74110350	1695612	POSTURE CORRECTOR	Spring Air Partners - New Jersey, Inc
74134837	1666766	SPINAL ADJUSTER	Spring Air Partners - New Jersey, Inc
74134839	1675119	STRESS RELIEVER	Spring Air Partners - New Jersey, Inc
72237571	0820743	ULTRA-PEDIC	Spring Air Partners - New Jersey, Inc
72237570	0820742	VITA-REST	Spring Air Partners - New Jersey, Inc
72050808	0785203	SPINE-SAVER	Spring Air Partners - New Jersey, Inc
76195150	2657064	MAISON ROYALE	Spring Air Partners California

Ser. No.	Reg. No.	Mark	Owner of Record
78283226	2865256	MEMORYPEDIC	Spring Air Mountain West, Inc.
78569424	3070697	SPACE AGE MEMORY FOAM TECHNOLOGY	Spring Air Mountain West, Inc.
78593054	3070865	ULTIMATE BEARIOR	Spring Air Mountain West, Inc.
76481029	2995543	NATURAL SECRETS	Spring Air- Mountain West, Inc.
75201277	2166536	BACK CHOICE	Spring Air West, LLC
78404163	3061133	I.S.S.	Spring Air West, LLC
78404133		INTEGRATED SUPPORT SYSTEM	Spring Air West, LLC
72221989	0805958	LOGGARD	Spring Air West, LLC

73108506	1075040	PACIFIC	Spring Air West, LLC
75494807	2268855	PACIFIC MATTRESS & Design	Spring Air West, LLC
75477981	2268754	PACIFIC MATTRESS COMPANY	Spring Air West, LLC
78542714		PREFERENCE SLEEP PRODUCTS	Spring Air West, LLC
77194310		A AVIARO	Spring Air Mattress Company

**Foreign Trademarks:**

Trademark	Country	Appl No.	Filing Date	Reg. Date	Reg. No.	Owner
NATURE'S REST	Canada				TMA576766	Nature's Rest, Inc.
CHATTAM & WELLS	Argentina			10-9-1998	1694478	Chattam & Wells
PORTRAIT FRAME	Australia			9-20-2000	A801171	Chattam & Wells
CHATTAM & WELLS	Australia			6-27-2001	A801172	Chattam & Wells
CHATTAM & WELLS	Brazil	819978256		---		Chattam & Wells
CHATTAM & WELLS	Canada			3-10-2000	524623	Chattam & Wells
CHATTAM & WELLS	China			3-28-1999	1258426	Chattam & Wells
CHATTAM & WELLS	EU			5-31-1999	582163	Chattam & Wells
CHATTAM & WELLS	Hong Kong			8-26-1999	10463	Chattam & Wells
CHATTAM & WELLS	Indonesia			4-20-1998	415241	Chattam & Wells
CHATTAM & WELLS	Japan			8-26-1999	199910463	Chattam & Wells
CHATTAM & WELLS	Korea			12-30-1998	436428	Chattam & Wells
CHATTAM & WELLS	Kuwait			1-28-2002	37114	Chattam & Wells
CHATTAM & WELLS	Malaysia	97/12021		---		Chattam & Wells
CHATTAM & WELLS	Mexico			3-27-1998	573352	Chattam & Wells

CHATTAM & WELLS	Singapore	T97/086271		---		Chattam & Wells
CHATTAM & WELLS	Taiwan			11-1-1998	819836	Chattam & Wells
CHATTAM & WELLS	Thailand			10-29-1998	KIR81068	Chattam & Wells

(All are registered in the name of The Spring Air Company)

Trademark	Country	Appl No.	Filing Date	Reg. Date	Reg. No.	Status
BACK SUPPORTER	Bahrain	1568/2000	09-Jul-2000	09-Jul-2000	TM 27941	Registered
COMFORTFLEX	Bahrain	37165	02-Jan-2001	02-Jan-2001	TM 29015	Registered
NEVERTURN	Bahrain	2646/2000	05-Nov-2000	05-Nov-2000	TM 28687	Registered
SPRING AIR	Bahrain	1565/2000	09-Jul-2000	09-Jul-2000	TM 27938	Registered
SPRING AIR & Design	Bahrain	1566/2000	09-Jul-2000	09-Jul-2000	TM 27939	Registered
SPRING AIR & Design (Sleeping Bear Design)	Bahrain	1567/2000	09-Jul-2000	09-Jul-2000	TM 27940	Registered
BACK SUPPORTER	Bangladesh	96734	05-Feb-2006			Pending
COMFORTFLEX	Bangladesh	96740	05-Feb-2006			Pending
FOUR SEASONS	Bangladesh	96739	05-Feb-2006			Pending
JUST RIGHT	Bangladesh	96738	05-Feb-2006			Pending
NEVERTURN	Bangladesh	96737	05-Feb-2006			Pending

SLEEP FITNESS	Bangladesh	96736	05-Feb-2006			Pending
SPRING AIR	Bangladesh	96735	05-Feb-2006			Pending
SPRING AIR & Design	Bangladesh	96741	05-Feb-2006			Pending
SPRING AIR & Design (Sleeping Bear Design)	Bangladesh	96742	05-Feb-2006			Pending
BACK SUPPORTER	Cambodia	15353/01	08-May-2001	10-Jul-2001	015115/01	Registered
CCC COMFORT CARESS COLLECTION & Design	Cambodia	15355/0 1	08-May-2001	19-Jun-2002	16505/02	Registered
COMFORT CARESS COLLECTION	Cambodia	15354/0 1	08-May-2001	19-Jun-2002	16504/02	Registered
COMFORTFLEX	Cambodia	15357/0 1	08-May-2001	10-Jul-2001	015117/01	Registered
NEVERTURN	Cambodia	14795/00	26-Dec-2000	27-Feb-2001	014520/01	Registered
NEVERTURN	Cambodia	15356/0 1	08-May-2001	10-Jul-2001	015116/01	Registered
SPRING AIR	Cambodia	15352/01	08-May-2001	10-Jul-2001	015114/01	Registered
SPRING AIR & Design	Cambodia	15350/01	08-May-2001	10-Jul-2001	015112/01	Registered
SPRING AIR & Design (Sleeping Bear Design)	Cambodia	15351/01	08-May-2001	10-Jul-2001	015113/01	Registered
BACK SUPPORTER	China (Peoples Republic)	960105379	01-Sep-1996	07-Jan-1998	1140603	Registered
BACK SUPPORTER (in Chinese Characters)	China (Peoples Republic)	960105380	01-Sep-1996	07-Jan-1998	1140607	Registered
COMFORT CARESS	China (Peoples Republic)	9900109613	10-Sep-1999	21-Dec-2000	1493011	Registered

COMFORT CARESS COLLECTION	China (Peoples Republic)	9900109614	10-Sep-1999	21-Dec-2000	1493038	Registered
LUXURIANCE	China (Peoples Republic)	9900109616	10-Sep-1999	21-Dec-2000	1493008	Registered
LUXURIANCE & Design	China (Peoples Republic)	9900109617	10-Sep-1999	21-Dec-2000	1493009	Registered
SPRING AIR & Design	China (Peoples Republic)	960105381	01-Sep-1996	28-Dec-1997	1138662	Registered
SPRING AIR & Design (Sleeping Bear Design)	China (Peoples Republic)	9900109619	10-Sep-1999	21-Dec-2000	1493010	Registered
SPRING AIR (in Chinese Characters) & Design (Triangle Design)	China (Peoples Republic)	960105409	01-Sep-1996	07-Jan-1998	1140606	Registered
BACK SUPPORTER	Colombia	97002226	20-Jan-1997	23-Sep-1997	201.334	Registered
BACK SUPPORTER	Costa Rica	92622	02-Feb-1995	25-Aug-1995	92511	Registered
SPRING AIR	Costa Rica	1995-722	02-Feb-1995	25-Aug-1995	92512	Registered
SPRING AIR & Design	Costa Rica	100673	13-May-1996	02-Dec-1996	98064	Registered
BACK SUPPORTER	India	1420465	10-Feb-2006			Pending
COMFORTFLEX	India	1420466	10-Feb-2006			Pending
FOUR SEASONS	India	1474810				Pending
JUST RIGHT	India	1420463	10-Feb-2006			Pending
NEVERTURN	India	1420464	10-Feb-2006			Pending

SLEEP FITNESS	India	1420468	10-Feb-2006			Pending
SPRING AIR	India	711238	16-Apr-1996	16-Apr-2003	711238	Registered
SPRING AIR & Design	India	711239	16-Apr-1996		711239	Registered
SPRING AIR & Design (Sleeping Bear Design)	India	1420462	10-Feb-2006			Pending
BACK SUPPORTER	Indonesia	D95-20,664	03-Nov-1995	15-Aug-1997	380495	Registered
NEVERTURN	Indonesia	02808-2821	13-Feb-2001	04-Feb-2002	497929	Registered
SPRING AIR	Indonesia	D95-20663	03-Nov-1995	30-Jul-1996	IDM00035 194	Registered
SPRING AIR & Design	Indonesia	D95-20662	03-Nov-1995	03-Mar-1997	IDM00035 195	Registered
BACK SUPPORTER	Japan	20001-109293	07-Dec-2001	1 1-Oct-2002	4612009	Registered
COMFORT CARESS	Japan	11-83465	14-Sep-1999	28-Apr-2000	4380337	Registered
COMFORT CARESS COLLECTION	Japan	11-83466	14-Sep-1999	28-Apr-2000	4380338	Registered
JUST-RIGHT-FEELING	Japan	11-12929	1 8-Feb-1999	3 1-Mar-2000	4372260	Registered
LUXURIANCE	Japan	103407/98	02-Dec-1998	24-Sep-1999	4319145	Registered
LUXURIANCE & Design	Japan	TH1 1-99837	01-Nov-1999	26-May-2000	4386877	Registered

MISC. DESIGN (Sleeping Bear Design)	Japan	TH1 1-11769	12-Feb-1999	19-Nov-1999	4336950	Registered
MISC. DESIGN (Sleeping Bear Design)	Japan	964912	04-Aug-1999	30-Jun-2000	4396069	Registered
SPRING AIR	Japan	TH1 1-70075	04-Aug-1999	19-Jan-2001	4446775	Registered
SPRING AIR	Japan	TH1 1-08521	02-Feb-1999	29-Sep-2000	4421256	Registered
SPRING AIR	Japan			26-Feb-1982	1503291	Registered
SPRING AIR "THE MATTRESS WITH THE JUST-RIGHT-FEELING" & Design (Sleeping Bear Design)	Japan	TH1 1-099839	01-Nov-1999	06-Oct-2000	4422670	Registered
SPRING AIR & Design	Japan	TH1 1-08522	02-Feb-1999	29-Sep-2000	4421257	Registered
SPRING AIR & Design	Japan	TH1 1-70076	04-Aug-1999	19-Jan-2001	4446776	Registered
SPRING AIR & Design (Sleeping Bear Design)	Japan	TH1 1-09983 8	01-Nov-1999	06-Oct-2000	4422669	Registered
THE MATTRESS WITH THE JUST-RIGHT-FEELING	Japan	11-12928	18-Feb-1999	09-Jun-2000	4391058	Registered
THE MATTRESS WITH THE JUST-RIGHT-FEELING and Sleeping	Japan	TH1 1-12927	18-Feb-1999	19-Nov-1999	4336952	Registered
BACK SUPPORTER	Korea, Republic of	13112/1990	10-May-1990	11-Dec-1991	227932	Registered
CCC COMFORT CARESS COLLECTION & Design	Korea, Republic of	35104/1999	17-Sep-1999	16-Aug-2000	475199	Registered



COMFORT CARESS	Korea, Republic of	35102/1999	17-Sep-1999	16-Aug-2000	475197	Registered
COMFORT CARESS COLLECTION	Korea, Republic of	35103/1999	17-Sep-1999	16-Aug-2000	475198	Registered
CONFORMA	Korea, Republic of	38,569/1994	26-Sep-1994	17-Sep-1996	346960	Registered
LUXURIANCE	Korea, Republic of	35105/1999	17-Sep-1999	16-Aug-2000	475200	Registered
LUXURIANCE & Design	Korea, Republic of	35106/1999	17-Sep-1999	16-Aug-2000	475201	Registered
SPRING AIR	Korea, Republic of	38570/1994	26-Sep-1994	17-Sep-1996	346961	Registered
SPRING AIR "THE MATTRESS WITH THE JUST-RIGHT-FEELING" & Design (Sleeping Bear	Korea, Republic of	35109/1999	17-Sep-1999	16-Aug-2000	475203	Registered
SPRING AIR & Design	Korea, Republic of	13115/1990	10-May-1990	11-Dec-1991	227934	Registered
SPRING AIR & Design (Sleeping Bear Design)	Korea, Republic of	35108/1999	17-Sep-1999	16-Aug-2000	475202	Registered
SPRING-O-PEDIC	Korea, Republic of	13114/1990	10-May-1990	11-Dec-1991	227933	Registered
BACK SUPPORTER	Kuwait	40160	15-Jun-1998	02-Jun-2002	36260	Registered
NEVERTURN	Kuwait	51921	21-Oct-2001	17-Apr-2004	46088	Registered
SPRING AIR	Kuwait	40158	15-Jun-1998	02-Jun-2002	35925	Registered
SPRING AIR & Design	Kuwait	40159	15-Jun-1998	02-Jun-2002	36184	Registered
BACK SUPPORTER	Laos	8327	02-Mar-2001	03-May-2001	8240	Registered
CCC COMFORT CARESS COLLECTION & Design	Laos	8326	02-Mar-2001	03-May-2001	8239	Registered
COMFORT CARESS COLLECTION	Laos	8325	02-Mar-2001	03-May-2001	8238	Registered
COMFORTFLEX	Laos	8324	02-Mar-2001	03-May-2001	8237	Registered
NEVERTURN	Laos	8236	04-Jan-2001	25-Jan-2001	8156	Registered

SPRING AIR	Laos	8321	02-Mar-2001	03-May-2001	8234	Registered
SPRING AIR & Design	Laos	8322	02-Mar-2001	03-May-2001	8235	Registered
SPRING AIR & Design (Sleeping Bear Design)	Laos	8323	02-Mar-2001	03-May-2001	8236	Registered
BACK SUPPORTER	Malaysia	95/11,558	3 1-Oct-1995	16-Aug-2004	95011558	Registered
BACK SUPPORTER	Myanmar			09-Apr-2003	4/4942/06	Caut-Reg
CCC COMFORT CARESS COLLECTION & Design	Myanmar			09-Apr-2003	4/4938/06	Caut-Reg
COMFORT CARESS COLLECTION	Myanmar			09-Apr-2003	4/4941/06	Caut-Reg
COMFORTFLEX	Myanmar			09-Apr-2003	4/4940/06	Caut-Reg
NEVERTURN	Myanmar			09-Apr-2003	4/4939/06	Caut-Reg
SPRING AIR	Myanmar			09-Apr-2003	4/4935/06	Caut-Reg
SPRING AIR & Design	Myanmar			09-Feb-2003	4/4937/06	Caut-Reg
SPRING AIR & Design (Sleeping Bear Design)	Myanmar			09-Feb-2003	4/4936/06	Caut-Reg
BACK SUPPORTER	Oman	23004	08-Jul-2000	1 1-Jul-2004	23004	Registered
COMFORTFLEX	Oman	24506	03-Jan-2001	12-Jun-2004	24506	Registered
NEVERTURN	Oman	23869	3 1-Oct-2000	3 1-Oct-2000	23869	Registered
SPRING AIR	Oman	23001	08-Jul-2000	1 1-Jul-2004	23001	Registered
SPRING AIR & Design	Oman	23002	08-Jul-2000	1 1-Jul-2004	23002	Registered
SPRING AIR & Design (Sleeping Bear Design)	Oman	23003	08-Jul-2000	1 1-Jul-2004	23003	Registered
BACK SUPPORTER	Pakistan	219059	27-Feb-2006			Pending

COMFORTFLEX	Pakistan	219064	27-Feb-2006			Pending
FOUR SEASONS	Pakistan	219060	27-Feb-2006			Pending
JUST RIGHT	Pakistan	219061	27-Feb-2006			Pending
NEVERTURN	Pakistan	219058	27-Feb-2006			Pending
SLEEP FITNESS	Pakistan	219065	27-Feb-2006			Pending
SPRING AIR	Pakistan	201741	08-Oct-2004			Pending
SPRING AIR & Design	Pakistan	219063	27-Feb-2006			Pending
SPRING AIR & Design (Sleeping Bear Design)	Pakistan	219062	27-Feb-2006			Pending
BACK SUPPORTER	Qatar	23257	1 8-Jul-2000	23-Jun-2005	23257	Registered
COMFORTFLEX	Qatar	24520	03-Jan-2000	23-Jun-2005	24520	Registered
NEVERTURN	Qatar	24189	13-Nov-2000	23-Jun-2005	24189	Registered
SPRING AIR	Qatar	23254	18-Jul-2000	23-Jun-2005	23254	Registered
SPRING AIR & Design	Qatar	23255	1 8-Jul-2000	23-Jun-2005	23255	Registered
SPRING AIR & Design (Sleeping Bear Design)	Qatar	23256	18-Jul-2000	23-Jun-2005	23256	Registered
NEVERTURN	Saudi Arabia	68852	06-Jan-2001	09-Oct-2002	650/31	Registered
SPRING AIR	Saudi Arabia	66827	27-Sep-2000	21-Nov-2001	598/56	Registered
SPRING AIR & Design	Saudi Arabia	66828	27-Sep-2000	21-Nov-2001	598/57	Registered
SPRING AIR & Design (Sleeping Bear Design)	Saudi Arabia	66829	27-Sep-2000	21-Nov-2001	598/58	Registered
BACK SUPPORTER	Singapore	T05/23072F	16-Nov-2005			Pending
COMFORTFLEX	Singapore	T06/01929H	02-Feb-2006	14-Sep-2006	T06/01929 H	Registered

FOUR SEASONS	Singapore	T05/23073D	16-Nov-2005	29-Sep-2006	T05/23073D	Registered
JUST RIGHT	Singapore	T06/007721	12-Jan-2006			Pending
NEVERTURN	Singapore	T01/03358F	19-Mar-2001	19-Mar-2001	T01/03358f	Registered
SLEEP FITNESS	Singapore	T05/23075J	16-Nov-2005			Pending
SPRING AIR	Singapore	T05/22347I	10-Nov-2005	03-Apr-2006	T05/223471	Registered
SPRING AIR & Design	Singapore	T05/22345B	10-Nov-2005			Pending
SPRING AIR & Design (Sleeping Bear Design)	Singapore	T05/22346J	10-Nov-2005			Pending
BACK SUPPORTER	Sri Lanka	130199	06-Feb-2006			Pending
COMFORTFLEX	Sri Lanka	130190	06-Feb-2006			Pending
FOUR SEASONS	Sri Lanka	130192	06-Feb-2006			Pending
JUST RIGHT	Sri Lanka	130198	06-Feb-2006			Pending
NEVERTURN	Sri Lanka	130191	06-Feb-2006			Pending
SLEEP FITNESS	Sri Lanka	130197	06-Feb-2006			Pending
SPRING AIR	Sri Lanka	130193	06-Feb-2006			Pending
SPRING AIR & Design	Sri Lanka	130194	06-Feb-2006			Pending
SPRING AIR & Design (Sleeping Bear Design)	Sri Lanka	130195	06-Feb-2006			Pending
BACK SUPPORTER	Taiwan	95016296	31-Mar-2006			Pending
CCC COMFORT CARESS COLLECTION & Design	Taiwan	88046120	15-Sep-1999	01-Dec-2000	917083	Registered
CCC COMFORT CARESS COLLECTION & Design	Taiwan	88046119	15-Sep-1999	01-Feb-2001	927424	Registered

COMFORT CARESS	Taiwan	88046122	15-Sep-1999	16-Dec-2000	920298	Registered
COMFORT CARESS	Taiwan	88046138	15-Sep-1999	01-Feb-2001	927426	Registered
COMFORT CARESS COLLECTION	Taiwan	88046123	15-Sep-1999	01-Feb-2001	920299	Registered
COMFORT CARESS COLLECTION	Taiwan	88046124	15-Sep-1999	01-Feb-2001	927425	Registered
COMFORTFLEX	Taiwan	95016298	3 1-Mar-2006			Pending
JUST RIGHT	Taiwan	95016293	3 1-Mar-2006			Pending
LUXURIANCE	Taiwan	88046121	15-Sep-1999	01-Dec-2000	917084	Registered
LUXURIANCE	Taiwan	88046112	15-Sep-1999	01-Feb-2001	927422	Registered
LUXURIANCE & Design	Taiwan	88046114	15-Sep-1999	16-Dec-2000	920297	Registered
LUXURIANCE & Design	Taiwan	88046113	15-Sep-1999	01-Feb-2001	927423	Registered
NEVERTURN	Taiwan	95016294	3 1-Mar-2006			Pending
SLEEP FITNESS	Taiwan	95016295	3 1-Mar-2006			Pending
SPRING AIR (in Chinese Characters) & Design	Taiwan	92017681	1 1-Apr-2003	01-Dec-2003	1074637	Registered
SPRING AIR (in Chinese Characters)	Taiwan	92017680	1 1-Apr-2003	01-Dec-2003	1074636	Registered
THE MATTRESS WITH THE JUST-RIGHT- FEELING	Taiwan	88046118	15-Sep-1999	01-May-2001	940429	Registered
THE MATTRESS WITH THE JUST-RIGHT- FEELING	Taiwan	88046117	15-Sep-1999	01-Jun-2001	942782	Registered
CCC COMFORT CARESS COLLECTION & Design	Thailand	427855	03-Aug-2000	03-Aug-2000	Khor16713 4	Registered

LUXURIANCE	Thailand	427854	03-Aug-2000	03-Aug-2000	427854	Registered
LUXURIANCE & Design	Thailand	427856	03-Aug-2000	03-Aug-2000	Khor13938 7	Registered
NEVERTURN	Thailand	436920	3 1-Oct-2000	3 1-Oct-2000	Khor 138627	Registered
BACKSUPPORTER	United Arab Emirates	41455	1 1-Mar-2001	3 1-Mar-2003	36723	Registered
COMFORTFLEX	United Arab Emirates	41457	1 1-Mar-2001	3 1-Mar-2003	36722	Registered
NEVERTURN	United Arab Emirates	41456	1 1-Mar-2001	20-Jul-2002	32639	Registered
SPRING AIR	United Arab Emirates	41452	1 1-Mar-2001	29-Nov-2004	49448	Registered
SPRING AIR & Design	United Arab Emirates	41453	1 1-Mar-2001	29-Nov-2004	49253	Registered
SPRING AIR & Design (Sleeping Bear Design)	United Arab Emirates	41454	1 1-Mar-2001	27-Nov-2004	49271	Registered
BACK SUPPORTER	Viet Nam	N-2234/96	05-Jun-1996	05-Jun-1996	24573	Registered
SPRING AIR	Viet Nam	N-2233/96	05-Jun-1996	05-Jun-1996	24572	Registered
SPRING AIR & Design	Viet Nam	N-2232/96	05-Jun-1996	05-Jun-1996	25064	Registered

**Schedule C**  
**Copyrights**

None.

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**Schedule D**  
**Domain Names**

**Domain Name**

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BATESOFBOSTON.COM  
MYSRINGAIR.COM  
SLEPPERSPECTIVES.COM  
SLEEPSCIENTIST.COM  
SPRINGAIRCHELSEA.COM  
SPRINGAIRFACTORY.COM  
SPRINGAIRPHX.COM  
SPRINGAIR.COM  
GENTLERESPONSE.COM  
SPRINGAIRMATTRESS.COM  
CBI-SA.COM  
CHATTAMANDWELLS.COM  
CONSOLIDATEDBEDDING.COM  
LUXURIANCE.COM  
NATURESREST.COM  
NEVERTURNMATTRESS.COM  
SPRINGAIRBEDS.COM  
SPRINGAIRCONTRACT.COM  
SPRINGAIRSTLOUIS.COM  
AMBED.COM  
AVIARO.NET  
AVIARO.ORG  
AVIARO.WS  
AVIARO.US  
AVIARO.INFO  
AVIARO.BIZ  
AVIAROSLEEP.COM