

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Second Lien Term		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOAMEX L.P.		04/11/2008	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77373991	DREAM REST	
Serial Number:	77373997	DREAM SLEEPER	
Serial Number:	77391465	REFLEX NATURAL	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	kai.goodwin@contractor.thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	539578		
NAME OF SUBMITTER:	Matthew Mayer		

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Signature:	/Matthew Mayer/
Date:	04/24/2008
Total Attachments: 5 source=foamex_bankofamerica_secondlienTM3#page2.tif source=foamex_bankofamerica_secondlienTM3#page3.tif source=foamex_bankofamerica_secondlienTM3#page4.tif source=foamex_bankofamerica_secondlienTM3#page5.tif source=foamex_bankofamerica_secondlienTM3#page6.tif	

Second Lien Term Trademark Security Agreement

Second Lien Term Trademark Security Agreement, dated as of April 11, 2008 by and among FOAMEX L.P., a Delaware limited partnership (the "Borrower"), as pledgor, assignor and debtor (the Borrower, in such capacity and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent");

Notwithstanding anything herein to the contrary, the lien, hypothec and security interest granted to the collateral agent pursuant to this Agreement and the exercise of any right or remedy by the collateral agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 12, 2007 as the same may be amended, restated, amended and restated, supplemented, modified or replaced from time to time (the "**Intercreditor Agreement**") among Bank of America, N.A., as First Lien Term Collateral Agent, Bank of America, N.A., as Second Lien Term Collateral Agent, Bank of America, N.A., as Revolving Administrative Agent, Bank of America, N.A., as Control Agent, and the Loan Parties (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Term Security Agreement dated as of February 12, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Term Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Term Security Agreement and used herein have the meaning given to them in the Second Lien Term Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties in the Second Lien Term Security Agreement a lien on and security interest in and

to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Second Lien Term Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Second Lien Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Term Trademark Security Agreement is deemed to conflict with the Second Lien Term Security Agreement, the provisions of the Second Lien Term Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Second Lien Term Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Second Lien Term Security Agreement and this Second Lien Term Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Term Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Term Trademark Security Agreement by signing and delivering one or more counterparts.

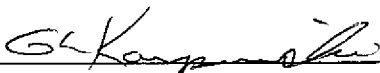
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Term Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FOAMEX L.P.,
as Pledgor

By: FMXI, LLC, its Managing General Partner

By: 
Name: **George L. Karpinski**
Title: **Vice President**

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Term Trade-mark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FOAMEX L.P.,
as Pledgor

By: FMXI, LLC, its Managing General Partner

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Mollie S. Canup
Name: Mollie S. Canup
Title: Vice President

SCHEDULE I
to
SECOND LIEN TERM TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
None		

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Foamex L.P.	United States 77/373,991	DREAM REST (Class 20: mattresses; mattress cushions; mattress toppers; pillows; pillow forms; sleeping mats Class 24: afghans; bed linen; bed pads; bed sheets; blankets; blanket throws contoured mattress covers; coverlets; quilts; pillow cases; pillow covers; pillow shams) (124-1199)
Foamex L.P.	United States 77/373,997	DREAM SLEEPER (Class 20: mattresses; mattress cushions; mattress toppers; pillows; pillow forms; sleeping mats Class 24: afghans; bed linen; bed pads; bed sheets; blankets; blanket throws contoured mattress covers; coverlets; quilts; pillow cases; pillow covers; pillow shams) (124-1998)
Foamex L.P.	United States 77/391,465	REFLEX NATURAL (Class 17: polyurethane foams used in construction of furniture, seat cushions and mattresses and mattress toppers) (124-1186)