

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Revolving Credit Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foamex L.P.		04/30/2008	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	335 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Banking Institution:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77373991	DREAM REST	
<b>Serial Number:</b>	77373997	DREAM SLEEPER	
<b>Serial Number:</b>	77391465	REFLEX NATURAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128367319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	03191/0048		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		

CH \$90.00 77373991

Signature:	/Paul J. Somelofske/
Date:	05/05/2008
<b>Total Attachments: 5</b> source=Foamex - Trademark Security Agreement - 4-30-08#page1.tif source=Foamex - Trademark Security Agreement - 4-30-08#page2.tif source=Foamex - Trademark Security Agreement - 4-30-08#page3.tif source=Foamex - Trademark Security Agreement - 4-30-08#page4.tif source=Foamex - Trademark Security Agreement - 4-30-08#page5.tif	

## Revolving Credit Trademark Security Agreement

**Revolving Credit Trademark Security Agreement**, dated as of April 30, 2008, by Foamex L.P. (the "Pledgor") in favor of Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Revolving Credit Security Agreement, dated as of February 12, 2007 (the "Revolving Credit Security Agreement"), in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Revolving Credit Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties in the Revolving Credit Security Agreement of 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:

- (a) Trademarks 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. Revolving Credit Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Revolving Credit 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 Revolving Credit Trademark Security Agreement is deemed to conflict with the Revolving Credit Security Agreement, the provisions of the Revolving Credit Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Revolving Credit Security Agreement, the Administrative 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 Revolving Credit Security Agreement and this Revolving Credit Trademark Security Agreement.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien, hypothec and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative 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.

SECTION 6. Counterparts. This Revolving Credit 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 Revolving Credit Trademark Security Agreement by signing and delivering one or more counterparts.

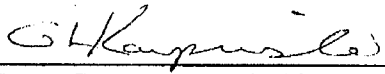
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Revolving Credit 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 and Treasurer

Accepted and Agreed:

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

By: \_\_\_\_\_  
Name: William Wilson  
Title: Senior Vice President

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

Very truly yours,

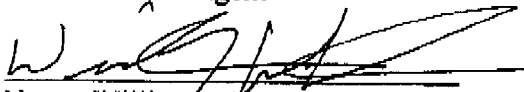
FOAMEX L.P.,  
as Pledgor

By: FMXI, LLC, its Managing General Partner

By: \_\_\_\_\_  
Name: George L. Karpinski  
Title: Vice President and Treasurer

Accepted and Agreed:

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

By:   
Name: William Wilson  
Title: Senior Vice President

**SCHEDULE I**

**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)