Form PTO-1594 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

18103-344(3)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Select Comfort Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Minnesota Corp
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Agent
Internal Address:
Street Address: 131 S. Dearborn
City: Chicago
State: IL
Country: USA Zip: 60603

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 30, 2008

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1,315

☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Signature Date 6/11/08

Laura Konrath
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $1315.00 232428 77288654

Continuation Item 4

SCHEDULE 1

TRADEMARKS:

Mark	Country	Classes	Application Number	Registration Number
SELECT COMFORT	United States of America	20	73785220	1581562
SELECT COMFORT	United States of America	07	73818656	1590557
NO COUNTING SHEEP LOGO	United States of America	20	74645375	1954866
SELECT COMFORT	United States of America	20	74645357	1976214
COMFORT CLUB	United States of America	35	74530831	2042605
SLEEP BETTER ON AIR	United States of America	35	75649219	2326197
BAR and Design	United States of America	20	75560494	2485647
THERMO-FOAM	United States of America	20	78054070	2515607
THE SLEEP NUMBER STORE BY SELECT COMFORT (STYLIZED)	United States of America	35	78034211	2594386
SLEEP NUMBER	United States of America	20	78026445	2618999
SLEEP NUMBER	United States of America	35	78026452	2641045
THERMO-CORE	United States of America	20	78043100	2652747
THE SLEEP NUMBER BED BY SELECT COMFORT (STYLIZED)	United States of America	20	78034208	2659425
DUALITY	United States of America	24	78043086	2670321
EUROLOFT	United States of America	20	78043096	2670322
WHAT'S YOUR SLEEP NUMBER?	United States of America	20, 24, 35	78157191	2702762
SELECT COMFORT	United States of America	20, 24, 35	78163485	2702763

SIMPLE COMFORT	United States of America	20	78156040	2724381
SLEEP NUMBER	United States of America	20, 24	76122213	2753633
DUOLOFT	United States of America	20	78043099	2799077
SELECT COMFORT & DESIGN (STACKED)	United States of America	35	78125239	2801405
SLUMBERLOFT	United States of America	20	78043102	2803510
SELECT COMFORT (STYLIZED AND/OR WITH DESIGN)	United States of America	20, 24, 35	78125228	2803623
DESIGN (Arrow and Circle)	United States of America	20, 24, 35	78125243	2803624
SELECT COMFORT CREATOR OF THE SLEEP NUMBER BED & ARROWS LOGO	United States of America	20	78176587	2805900
PRECISION COMFORT	United States of America	20	78224027	2806751
SELECT COMFORT CREATOR OF THE SLEEP NUMBER BED & DESIGN	United States of America	24, 35	78125218	2807432
INTRALUX	United States of America	17, 20	78210882	2860124
GRAND KING	United States of America	20, 24	78180582	2863677
LUXLOFT	United States of America	20	78302643	2881772
NATURE'S PREFERENCE	United States of America	20, 24	78191914	2883076
DENIM DREAM	United States of America	20	78181085	2887617
THE SLEEP NUMBER BED SELECT COMFORT & DESIGN	United States of America	20, 35	78125788	2890090
SLEEP NUMBER	United States of America	20	78103057	2913779
PERSONALIZED WARMTH COLLECTION	United States of America	24	78207016	2944906

CHANGING THE WAY YOU SLEEP COULD CHANGE YOUR LIFE	United States of America	35	78444669	3072058
GRIDZONE	United States of America	17, 20	78977200	3137303
LUXLAYER	United States of America	24	78487689	3143218

PENDING TRADEMARKS:

Mark	Country	Classes	Application Number	Registration Number
DUAL LOFT	United States of America	20	77288654	N/A
IT'S THE BED THAT COUNTS	United States of America	20, 35	77404039	N/A
PERSONAL PREFERENCE	United States of America	20	78711265	N/A
PERSONAL RENEWAL	United States of America	20	78861268	N/A
PILLOW(OLOGY)	United States of America	20, 42	77404059	N/A
RESTIMONIAL	United States of America	35	77119756	N/A
SEAT NUMBER	United States of America	20	77125945	N/A
SIT NUMBER	United States of America	20	77125949	N/A
TAKE CONTROL	United States of America	35	77115916	N/A
TAKE CONTROL	United States of America	20	77119749	N/A
TAKE CONTROL OF YOUR SLEEP	United States of America	20	77128506	N/A
TAKE CONTROL OF YOUR SLEEP	United States of America	35	77119753	N/A
TAKE CONTROL OF YOUR SLEEP AT A SELECT COMFORT STORE	United States of America	20, 35	77128505	N/A
WE HAVE A NUMBER FOR THAT	United States of America	35	77425084	N/A

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Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 30, 2008, is between SELECT COMFORT CORPORATION, a Minnesota corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Creditors (the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor, Select Comfort Retail Corporation, Select Comfort Direct Corporation, Select Comfort SC Corporation, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), and the Lenders are party to that certain Credit Agreement dated as of June 9, 2006, as amended pursuant to Amendment No. 1 to Credit Agreement dated as of June 28, 2007, Amendment No. 2 dated as of February 1, 2008 and the Third Amendment (as defined below) (the same, as it may be further amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement"), pursuant to which the Lenders made certain credit facilities available to the Grantor and certain of its subsidiaries on the terms and conditions set forth therein;

WHEREAS, Grantor and Select Comfort Retail Corporation are entering into that certain Amendment No. 3 to Credit Agreement dated of even date herewith with the Administrative Agent, and the Lenders (the "Third Amendment");

WHEREAS, Grantor, among others, has entered into that certain Security Agreement of even date herewith (as amended, restated, amended and restated, modified or supplemented from time to time, the "Security Agreement") with the Collateral Agent, for the benefit of the Secured Creditors, pursuant to which Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement and the Credit Agreement, as applicable;

WHEREAS, Grantor owns the registered Trademarks and the pending Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the

following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, including without limitation, each registered Trademark and each pending Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any registered Trademark and pending Trademark application referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

The security interests are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

SELECT COMFORT CORPORATION

By: _____
Name: James C. Raabe
Title: SVP and CFO

Acknowledged:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Collateral Agent for the benefit of the Secured Creditors

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of Minnesota)
) ss.
County of Hennepin)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Select Comfort Corporation, who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Rebecca L. Moody
Notary Public

REBECCA L. MOODY
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

SELECT COMFORT CORPORATION

By:_____
Name:_____
Title:_____

Acknowledged:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Collateral Agent for the benefit of the Secured Creditors

By: _____
Name: James M. Sumoski
Title: Vice President

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Select Comfort Corporation, who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal} _____
Notary Public

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WE HAVE A NUMBER FOR THAT	United States of America	35	77425084	N/A

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