

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Priority First Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sleep Innovations, Inc.		07/11/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Priority Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 90

Property Type	Number	Word Mark
Registration Number:	3280297	COMFORT GEL
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	2716056	B'COOL IN SCHOOL
Registration Number:	2588932	BEACH INNOVATIONS
Registration Number:	2437669	BEACH PILL-O
Registration Number:	2805167	BED IN A BOX
Registration Number:	2598671	COMFORT UNIVERSITY
Registration Number:	2798886	COMFORT, PURE AND SIMPLE
Registration Number:	2700768	CONFIDANT
Registration Number:	2449890	DINO DREAMS
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2591894	DREAMTEK
Registration Number:	2702787	DREAMTOP
Registration Number:	2801133	HUGGY

OP \$2265.00 3280297

Registration Number:	2383898	HUGGY
Registration Number:	2635863	INNOVA-TEX
Registration Number:	2354111	MEGACRATE
Registration Number:	2486472	NOVAFORM
Registration Number:	2802942	NOVASOMA
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	2669002	PERSONAL EXPRESSIONS
Registration Number:	2839530	PLUSH SUPREME
Registration Number:	2801132	SENSUS
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	2640891	TEMPSOMA
Registration Number:	2801131	THE COMFORT SECRET
Registration Number:	2840894	THE DIFFERENCE IS UNDENIABLE
Registration Number:	2784622	THE SCIENCE OF COMFORT
Registration Number:	2523215	ULTIMATE SATEEN
Registration Number:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2803315	WE'VE FOUND THE SECRET
Serial Number:	78958908	COMFORT IS EVERYTHING
Registration Number:	3346798	COMFORT PLUS
Registration Number:	3406005	COMFORTLUXE
Registration Number:	3332221	COOLBREEZE
Registration Number:	3406033	DREAM MATTRESS
Serial Number:	78866942	FEEL THE LOVE
Serial Number:	78958621	FINE FOUNDATIONS
Serial Number:	78958758	MEMORY FOAM SYSTEM
Serial Number:	78866915	SENSUOUS SLEEP
Registration Number:	3332505	SLEEP ASSURED
Serial Number:	78832325	SLEEPWALKERS BY SLEEP INNOVATIONS
Serial Number:	78866831	THE ART OF DREAMS
Serial Number:	78866900	THE ART OF SLEEP
Serial Number:	78866974	TURNING SLEEP UPSIDE DOWN
Serial Number:	77066062	VENUS & MARS
Serial Number:	77066064	VENUS & MARS
Serial Number:	78928211	QUICK RESPONSE
Serial Number:	78798339	HEALTHY SLEEPER

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Serial Number:	78798371	HEALTHY SLEEPER
Serial Number:	78618285	KOOLCOMFORT
Serial Number:	78571587	KOOLREST
Serial Number:	78865106	KOOL IMPRESSIONS
Registration Number:	2027093	BIG COMFORT
Registration Number:	3194068	DREAMAWAY
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	2198360	LURA-TEX
Registration Number:	2140886	MEMORY-FLEX
Registration Number:	1437318	MIRA-FOAM
Registration Number:	2709796	OPTIMA
Registration Number:	3000468	TOUCH OF COMFORT
Serial Number:	77293509	NUTRATEMP
Serial Number:	77369951	ACELLA-FLEX
Registration Number:	3137309	BODIPEDIC
Serial Number:	77431554	BODIPEDIC
Registration Number:	2841062	BODIPEDIC
Registration Number:	3407309	COMFÔRT
Serial Number:	77383539	COOLREST
Serial Number:	77227863	ECOREST MEMORY FOAM
Serial Number:	77460256	ECOTEMP
Serial Number:	77298753	EURO DREAM ESCAPE
Serial Number:	77259457	IBODIPEDIC
Serial Number:	77259166	IFOAM
Serial Number:	77259191	IMATTRESS
Serial Number:	77330859	INFINITE COMFORT MATTRESS
Serial Number:	77364171	INFINITE RESPONSE
Serial Number:	77259452	INOVAFORM
Serial Number:	77259176	IPEDIC
Serial Number:	77259441	IRELAX
Serial Number:	77259616	ITEMPSOMA
Serial Number:	77259209	ITOPPER
Serial Number:	77259428	IVISCO
Serial Number:	77398189	NATURAL IMPRESSIONS
Serial Number:	77479510	NOVAFORM BY SLEEP INNOVATIONS COMFORT ROYALE

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Serial Number:	77332094	NOVAFORM GRANDE ELEGANCE
Serial Number:	77253332	NOVAFORM SELECT
Serial Number:	77227841	SLEEP INNOVATIONS DREAMLAND USA
Serial Number:	77227856	SLEEPWISE
Serial Number:	77227854	SLEEPWISE COLLECTION
Serial Number:	77371171	SRT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1315
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	08/08/2008

Total Attachments: 11
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GRANT OF PRIORITY FIRST LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF PRIORITY FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 11, 2008 is made by SLEEP INNOVATIONS, INC., a New Jersey corporation, located at 187 Monmouth Parkway (Route 36), West Long Branch, New Jersey (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Priority Collateral Agent (in such capacity, together with its successors and assigns, the "Agent") for certain of the several banks and other financial institutions (the "Priority Revolving Lenders"), parties to the First Lien Credit Agreement, dated as of April 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among COMFORT CO., INC., a Delaware corporation, the Borrower, the Lenders, the Agent and JPMORGAN CHASE BANK, N.A., a national banking association, as administrative agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Incremental Amendment, dated as of July 11, 2008, to the First Lien Credit Agreement, the Priority Revolving Lenders have severally agreed to make Priority Revolving Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the execution of the Incremental Amendment to the First Lien Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a Priority First Lien Guarantee and Collateral Agreement, dated as of July 11, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Priority First Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Priority First Lien Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Priority Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Priority Revolving Lenders to make Priority Revolving Loans to the Borrower pursuant to the First Lien Credit Agreement (as amended by the Incremental Amendment), the Borrower agrees, for the benefit of the Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the First Lien Credit Agreement (as amended by the Incremental Amendment) and the Priority First Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants a continuing security interest in and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Priority Secured Parties to secure payment, performance and observance of the Priority Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Priority Secured Parties in connection with the Priority First Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Priority First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Priority Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Priority Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Credit Agreement (as amended by the Incremental Amendment) and the Priority First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) 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 terms of the Priority First Lien Guarantee and Collateral Agreement, the terms of the Priority First Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

SLEEP INNOVATIONS, INC.

By: 
Name: Joseph P. Lynch
Title: V.P. + CEO

JPMORGAN CHASE BANK, N.A.,
as Priority Collateral Agent

By: _____
Name:
Title:

[Signature Page to the Priority First Lien Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

SLEEP INNOVATIONS, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Priority Collateral Agent

By: Stephanie Parker
Name:
Title: Stephanie Parker
Executive Director

[Signature Page to the Priority First Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 003831 FRAME: 0825

ACKNOWLEDGMENT OF BORROWER

STATE OF NS)
COUNTY OF Monmouth)^{ss}

On the 15th day of July, 2008, before me personally came Joseph Lynch, who is personally known to me to be the President & CEO of SLEEP INNOVATIONS, INC., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the President & CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Tracy Deak
Notary Public **TRACY DEAK**
ID # 2328118
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/26/2010
(PLACE STAMP AND SEAL ABOVE)

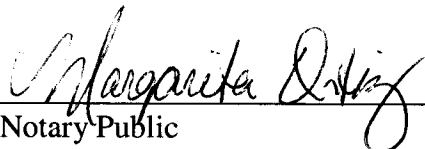
[Signature Page to the Priority First Lien Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF PRIORITY COLLATERAL AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 31st day of July, 2008, before me personally came Stephanie Parker, who is personally known to me to be ~~the~~ Executive Director of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is ~~the~~ EXECUTIVE DIRECTOR in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 20 10



Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to the Priority First Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 003831 FRAME: 0827

SCHEDULE A

U.S. Trademarks and Trademark Applications

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
COMFORT GEL	US 76/577,667	February 25, 2004	3,280,297	Aug. 14, 2007
ABSOLUTE COMFORT SYSTEM	US 75/436,471	February 18, 1998	2471859	July 24, 2001
B'COOL IN SCHOOL	US 75/882,645	December 28, 1999	2716056	May 13, 2003
BEACH INNOVATIONS	US 75/696,070	May 3, 1999	2588932	July 2, 2002
BEACH PILL-O	US 75/587,359	November 12, 1998	2437669	March 20, 2001
BED IN A BOX	US 75/824,871	October 18, 1999	2805167	January 13, 2004
COMFORT UNIVERSITY	US 75/882,646	December 28, 1999	2598671	July 23, 2002
COMFORT, PURE AND SIMPLE	US 76/416,568	May 23, 2002	2798886	December 23, 2003
CONFIDANT	US 75/882,648	December 28, 1999	2700768	March 25, 2003
DINO DREAMS	US 75/696,351	May 3, 1999	2449890	May 8, 2001
DREAM PILLOW	US 75/705,822	May 13, 1999	2553247	March 26, 2002
DREAMTEK	US 75/490,476	May 23, 1998	2591894	July 9, 2002
DREAMTOP	US 75/490,477	May 23, 1998	2702787	April 1, 2003
HUGGY	US 76/416,972	May 23, 2002	2801133	December 30, 2003
HUGGY	US 75/516,292	July 9, 1998	2383898	September 5, 2000
INNOVA-TEX	US 75/705,820	May 13, 1999	2635863	October 15, 2002
MEGACRATE	US 75/527,164	July 29, 1998	2354111	May 30, 2000
NOVAFORM	US 75/436,427	February 18, 1998	2486472	September 11, 2001
NOVASOMA	US 76/263,284	May 25, 2001	2802942	January 6, 2004
PERSONAL	US 76/170,654	November 26,	2602530	July 30, 2002

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
EXPRESSIONS		2000		
PERSONAL EXPRESSIONS	US 76/385,080	March 21, 2002	2669002	December 31, 2002
PLUSH SUPREME	US 76/416,563	May 23, 2002	2839530	May 11, 2004
SENSUS	US 76/416,971	May 23, 2002	2801132	December 30, 2003
SLEEP INNOVATIONS	US 75/278,221	April 21, 1997	2213871	December 29, 1998
TEMPSOMA	US 76/263,285	May 25, 2001	2640891	October 22, 2002
THE COMFORT SECRET	US 76/416,970	May 23, 2002	2801131	December 30, 2003
THE DIFFERENCE IS UNDENIABLE	US 76/336,872	November 13, 2001	2840894	May 11, 2004
THE SCIENCE OF COMFORT	US 76/116,505	August 25, 2000	2784622	November 18, 2003
ULTIMATE SATEEN	US 75/776,960	August 16, 1999	2523215	December 25, 2001
WE PUT THE COMFORT BACK IN YOUR BED	US 75/263,932	March 26, 1997	2293137	November 16, 1999
WE'VE FOUND THE SECRET	US 76/416,564	May 23, 2002	2803315	January 6, 2004
COMFORT IS EVERYTHING	US 78/958,908	August 23, 2006	N/A	N/A
COMFORT PLUS	US 77/023,696	October 18, 2006	3,346,798	Dec. 4, 2007
COMFORTLUXE	US 77/009,063	September 27, 2006	3,406,005	Apr. 1, 2008
COOLBREEZE	US 78/835,372	March 13, 2006	3,332,221	Nov. 6, 2007
DREAM MATTRESS	US 77/018,551	October 11, 2006	3,406,033	Apr. 1, 2008
FEEL THE LOVE	US 78/866,942	April 21, 2006	N/A	N/A
FINE FOUNDATIONS	US 78/958,621	August 23, 2006	N/A	N/A
MEMORY FOAM	US 78/958,758	August 23,	N/A	N/A

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SYSTEM		2006		
SENSUOUS SLEEP	US 78/866,915	April 21, 2006	N/A	N/A
SLEEP ASSURED	US 78/866,770	April 21, 2006	3,332,505	Nov. 6, 2007
SLEEPWALKERS BY SLEEP INNOVATIONS	US 78/832,325	March 8, 2006	N/A	N/A
THE ART OF DREAMS	US 78/866,831	April 21, 2006	N/A	N/A
THE ART OF SLEEP	US 78/866,900	April 21, 2006	N/A	N/A
TURNING SLEEP UPSIDE DOWN	US 78/866,974	April 21, 2006	N/A	N/A
VENUS & MARS	US 77/066,062	December 18, 2006	N/A	N/A
VENUS & MARS	US 77/066,064	December 18, 2006	N/A	N/A
QUICK RESPONSE	US 78/928,211	12-Jul-06	N/A	N/A
HEALTHY SLEEPER	US 78/798,339	24-Jan-06	N/A	N/A
HEALTHY SLEEPER	US 78/798,371	24-Jan-06	N/A	N/A
KOOLCOMFORT	US 78/618,285	27-Apr-05	N/A	N/A
KOOLREST	US 78/571,587	21-Feb-05	N/A	N/A
KOOL IMPRESSIONS	US 78/865,106	19-Apr-06	N/A	N/A
BIG COMFORT	US 75/051,870	01-Feb-96	2,027,093	31-Dec-96
DREAMAWAY	US 78/842,146	21-Mar-06	3,194,068	02-Jan-07
KOOLCOMFORT	US 78/977,034	27-Apr-05	3,168,814	07-Nov-06
LURA-TEX	US 75/366,216	01-Oct-97	2,198,360	20-Oct-98
MEMORY-FLEX	US 75/258,082	17-Mar-97	2,140,886	03-Mar-98
MIRA-FOAM	US 73/594,251	18-Apr-86	1,437,318	21-Apr-87

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
OPTIMA	US 76/101,797	02-Aug-00	2,709,796	22-Apr-03
TOUCH OF COMFORT	US 76/609,193	25-Aug-04	3,000,468	27-Sep-05
NUTRATEMP	US 77/293,509	02-Oct-2007	N/A	N/A
ACELLA-FLEX	US 77/369,951	11-JAN-2008	N/A	N/A
BODIPEDIC	US 78/977,213	29-APR-2005	3,137,309	29-AUG-2006
BODIPEDIC	US 77/431,554	26-MAR-2008	N/A	N/A
BODIPEDIC & DESIGN	US 76/399,803	24-APR-2002	2,841,062	11-MAY-2004
COMFORT (STYLIZED)	US 78/958,824	23-AUG-2006	3,407,309	01-APR-2008
COOLREST	US 77/383,539	29-JAN-2008	N/A	N/A
ECOREST MEMORY FOAM	US 77/227,863	12-JUL-2007	N/A	N/A
ECOTEMP	US 77/460,256	20-APR-2008	N/A	N/A
EURO DREAM ESCAPE	US 77/298,753	08-OCT-2007	N/A	N/A
IBODIPEDIC	US 77/259,457	20-AUG-2007	N/A	N/A
IFOAM	US 77/259,166	20-AUG-2007	N/A	N/A
IMATTRESS	US 77/259,191	20-AUG-2007	N/A	N/A
INFINITE COMFORT MATTRESS	US 77/330,859	15-NOV-2007	N/A	N/A
INFINITE RESPONSE	US 77/364,171	04-JAN-2008	N/A	N/A
INOVAFORM	US 77/259,452	20-AUG-2007	N/A	N/A
IPEDIC	US 77/259,176	20-AUG-2007	N/A	N/A
IRELAX	US 77/259,441	20-AUG-2007	N/A	N/A
ITEMPSOMA	US 77/259,616	20-AUG-2007	N/A	N/A
ITOPPER	US 77/259,209	20-AUG-2007	N/A	N/A
IVISCO	US 77/259,428	20-AUG-2007	N/A	N/A

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
NATURAL IMPRESSIONS	US 77/398,189	15-FEB-2008	N/A	N/A
NOVAFORM BY SLEEP INNOVATIONS COMFORT ROYALE & DESIGN	US 77/479,510	20-MAY-2008	N/A	N/A
NOVAFORM GRANDE ELEGANCE	US 77/332,094	16-NOV-2007	N/A	N/A
NOVAFORM SELECT	US 77/253,332	16-NOV-2007	N/A	N/A
SLEEP INNOVATIONS DREAMLAND USA	US 77/227,841	12-JUL-2007	N/A	N/A
SLEEPWISE	US 77/227,856	12-JUL-2007	N/A	N/A
SLEEPWISE COLLECTION	US 77/227,854	12-JUL-2007	N/A	N/A
SRT	US 77/371,171	14-JAN-2008	N/A	N/A