

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Grant of Second 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:	Wilmington Trust Company, as Second Lien Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
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

OP \$740.00 77293509

Serial Number:	77330859	INFINITE COMFORT MATTRESS
Serial Number:	77364171	INFINITE RESPONSE
Serial Number:	77259452	INNOVAFORM
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
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:	08/14/2008

Total Attachments: 8
source=SIInnSTS#page1.tif
source=SIInnSTS#page2.tif
source=SIInnSTS#page3.tif
source=SIInnSTS#page4.tif
source=SIInnSTS#page5.tif
source=SIInnSTS#page6.tif
source=SIInnSTS#page7.tif

SUPPLEMENTAL GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECOND 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 WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Second Lien Collateral Agent (in such capacity, together with its successors and assigns, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of April 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among COMFORT CO., INC., a Delaware corporation ("Holdings"), 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 Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Borrower and certain of its subsidiaries have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 3, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the other 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Borrower agrees, for the benefit of the Agent and the other 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

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 Agent and the other Secured Parties to secure payment, performance and observance of the 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 Agent for the benefit of the Agent and the other Secured Parties in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second 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: Lisa Cohen
Name: LISA COHEN
Title: ASSISTANT SECRETARY

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By: _____
Name:
Title:

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:

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By: _____
Name: **James A. Hanley**
Title: **Vice President**

[Signature Page to the Supplemental Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 003835 FRAME: 0222

ACKNOWLEDGMENT OF BORROWER

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

On the 21st day of July, 2008, before me personally came Lisa Cohen, who is personally known to me to be the Asst. Secretary of SLEEP INNOVATIONS, INC., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the Asst. Secretary 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 Supplemental Second Lien Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF SECOND LIEN COLLATERAL AGENT

STATE OF Delaware)
COUNTY OF New Castle)^{ss}

On the 11th day of August, 2008, before me personally came James A Hanley, who is personally known to me to be the Vice President of WILMINGTON TRUST COMPANY, a Delaware banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President 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.



Notary Public

TIRA L. JOHNSON
Notary Public - State of Delaware
My Comm. Expires Sept. 29, 2009
(PLACE STAMP AND SEAL ABOVE)

[Signature Page to the Supplemental Second Lien Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademarks and Trademark Applications

Trademark	Application No.	Filing Date	Registration Number	Registration Date
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
IMATRESS	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

Trademark	Application No.	Filing Date	Registration Number	Registration Date
IVISCO	US 77/259,428	20-AUG-2007	N/A	N/A
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