

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Bedding Corporation (f/k/a IBC Group, Inc.)		01/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3166090	FLAME PROTECTOR
Registration Number:	2948647	SLEEP IMPROVEMENT
Serial Number:	77410240	ORIGINS
Serial Number:	77518316	ORIGINS WHERE DREAMS BEGIN
Registration Number:	2770200	AMERICAN PEDIC

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher
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 Address Line 2: 55 East Monroe Street, Suite 3300
 Address Line 4: Chicago, ILLINOIS 60603

OP \$140.00 3166090

ATTORNEY DOCKET NUMBER:	4975.071
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/20/2009
Total Attachments: 4 source=IBC Trademark Amendment#page1.tif source=IBC Trademark Amendment#page2.tif source=IBC Trademark Amendment#page3.tif source=IBC Trademark Amendment#page4.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of April 12, 2005 (the "Trademark Security Agreement") made by International Bedding Corporation (f/k/a IBC Group, Inc.), a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is made as of January 16, 2009.

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 27, 2008 by and among Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Second Amended and Restated Credit Agreement), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of April 12, 2005, as it may be amended, restated or otherwise modified from time to time (the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

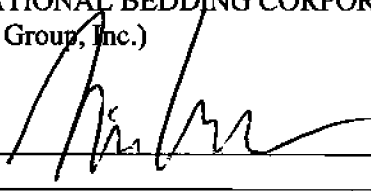
WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

INTERNATIONAL BEDDING CORPORATION
(f/k/a IBC Group, Inc.)

By: 
Name: _____
Title: Mike Clark
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

INTERNATIONAL BEDDING CORPORATION
(f/k/a IBC Group, Inc.)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: J Paul Hicks
Title: Director

SCHEDULE A

Grantor/Owner	Description	Trademark Application Number	Date of Issue	Registration Number
International Bedding Corporation (f/k/a IBC Group, Inc.)	Flame Protector	78-433,341	10/31/2006	3,166,090
International Bedding Corporation (f/k/a IBC Group, Inc.)	Sleep Improvement	76-325,791	05/10/2005	2,948,647
International Bedding Corporation (f/k/a IBC Group, Inc.)	Origins	77-410,240	N/A	Pending
International Bedding Corporation (f/k/a IBC Group, Inc.)	Origins Where Dreams Begin	77-518,316	N/A	Pending
International Bedding Corporation	American Pedic	76-436,042	09/30/2003	2,770,200
International Bedding Corporation (f/k/a IBC Group, Inc.)	Veridian a Gift from Nature	77-517,806	N/A	Pending