

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
Sleep Innovations, Inc.		03/05/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 72

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:	2805167	BED IN A BOX
Registration Number:	3115073	BODIEASE
Registration Number:	2925782	BODIFLEX
Registration Number:	2598671	COMFORT UNIVERSITY
Registration Number:	2798886	COMFORT, PURE AND SIMPLE
Registration Number:	2700768	CONFIDANT
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2591894	DREAMTEK
Registration Number:	2702787	DREAMTOP

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Registration Number:	2801133	HUGGY
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:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2803315	WE'VE FOUND THE SECRET
Registration Number:	2947442	THE COMFORT OUTLET
Registration Number:	3407309	COMFÔRT
Registration Number:	3346798	COMFORT PLUS
Registration Number:	3406005	COMFORTLUXE
Registration Number:	3332221	COOLBREEZE
Registration Number:	3406033	DREAM MATTRESS
Serial Number:	78866915	SENSUOUS SLEEP
Registration Number:	3332505	SLEEP ASSURED
Registration Number:	3332193	SLEEPWALKERS BY SLEEP INNOVATIONS
Registration Number:	3236489	HEALTHY SLEEPER
Registration Number:	3442318	KOOLCOMFORT
Serial Number:	78571587	KOOLREST
Serial Number:	77394553	DREAMAWAY
Registration Number:	3194068	DREAMAWAY
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	2198360	LURA-TEX
Registration Number:	2140886	MEMORY-FLEX
Registration Number:	2709796	OPTIMA

Registration Number:	3000468	TOUCH OF COMFORT
Registration Number:	3573572	NUTRATEMP
Registration Number:	3504310	ACELLA-FLEX
Registration Number:	3137309	BODIPEDIC
Registration Number:	3495925	BODIPEDIC
Serial Number:	77259452	INOVAFORM
Serial Number:	77066062	VENUS & MARS
Serial Number:	77066064	VENUS & MARS
Registration Number:	3387690	VITALIZE
Serial Number:	77383539	COOLREST
Serial Number:	77460256	ECOTEMP
Serial Number:	77330859	INFINITE COMFORT MATTRESS
Serial Number:	77479510	NOVAFORM BY SLEEP INNOVATIONS COMFORT ROYALE
Serial Number:	77332094	NOVAFORM GRANDE ELEGANCE
Serial Number:	77371171	SRT
Registration Number:	3495916	TEMPSOMA
Serial Number:	77551582	SLEEP INNOVATIONS FABRICATING A BETTER SLEEP
Serial Number:	77551594	FABRICATING A BETTER SLEEP
Serial Number:	77560020	PERFECTEMP
Serial Number:	77560127	TECHNOLOGY INFLUENCED BY NATURE
Serial Number:	77577888	SLEEP INNOVATIONS DREAMLAND, USA.
Serial Number:	77628214	RIGHT-TEMP
Serial Number:	77661172	SURE TEMP
Serial Number:	77676701	PERSONAL IMPRESSIONS

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: 509600/0285

NAME OF SUBMITTER: Mindy M. Lok

Signature:

/ml/

Date:

03/11/2009

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 5, 2009 is made by Sleep Innovations, Inc., a New Jersey corporation, located at 187 Monmouth Parkway, West Long Branch, New Jersey (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558 Houston, Texas, as Administrative Agent and Second Lien Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Term Loan Agreement, dated as of March 5, 2009 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Loan Agreement”), among Borrower, the Lenders, the Agent and Comfort Co., Inc.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Loan 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; and

WHEREAS, in connection with the Second Lien Loan Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders 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 Loan Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, 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 Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, 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 Lenders 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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 Loan Agreement and the 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 Guarantee and Collateral Agreement, the terms of the 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.

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

SLEEP INNOVATIONS, INC.

By: Jeffrey F. Kies
Name: Jeffrey F. Kies
Title: CFO
Date:

JPMORGAN CHASE BANK, N.A.
as Agent for the Lenders

By: _____
Name:
Title:
Date:

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

SLEEP INNOVATIONS, INC.

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Agent for the Lenders

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

ACKNOWLEDGMENT OF BORROWER

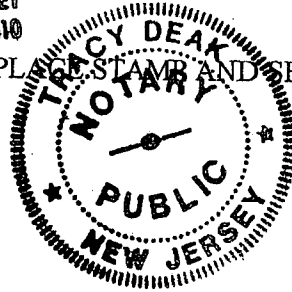
STATE OF New Jersey)
) ss
COUNTY OF Monmouth)

On the 5th day of March, 2009, before me personally came Jeffrey Kies, who is personally known to me to be the CFO of Sleep Innovations, Inc., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the CFO 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)

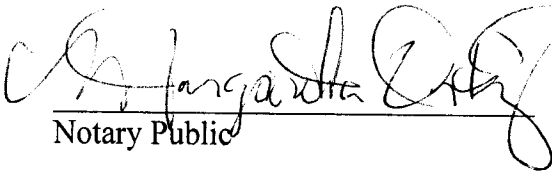


ACKNOWLEDGMENT OF AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 4th day of MARCH, 2009, before me personally came Seyhanik 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 association, the 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 2010


Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

Trademark	App. No.	Reg. No.
COMFORT GEL	US 76/577,667	3,280,297
ABSOLUTE COMFORT SYSTEM	US 75/436,471	2,471,859
B'COOL IN SCHOOL	US 75/882,645	2,716,056
BEACH INNOVATIONS	US 75/696,070	2,588,932
BED IN A BOX	US 75/824,871	2,805,167
BODIEASE	US 78/430,683	3,115,073
BODIFLEX	US 78/181,370	2,925,782
COMFORT UNIVERSITY	US 75/882,646	2,598,671
COMFORT, PURE AND SIMPLE	US 76/416,568	2,798,886
CONFIDANT	US 75/882,648	2,700,768
DREAM PILLOW	US 75/705,822	2,553,247
DREAMTEK	US 75/490,476	2,591,894
DREAMTOP	US 75/490,477	2,702,787
HUGGY	US 76/416,972	2,801,133
HUGGY	US 75/516,292	2,383,898
INNOVA-TEX	US 75/705,820	2,635,863
MEGACRATE	US 75/527,164	2,354,111
NOVAFORM	US 75/436,427	2,486,472
NOVASOMA	US 76/263,284	2,802,942
PERSONAL EXPRESSIONS	US 76/170,654	2,602,530
PERSONAL EXPRESSIONS	US 76/385,080	2,669,002
PLUSH SUPREME	US 76/416,563	2,839,530
SENSUS	US 76/416,971	2,801,132
SLEEP INNOVATIONS	US 75/278,221	2,213,871
TEMPSOMA	US 76/263,285	2,640,891
THE COMFORT SECRET	US 76/416,970	2,801,131
THE DIFFERENCE IS UNDENIABLE	US 76/336,872	2,840,894
THE SCIENCE OF COMFORT	US 76/116,505	2,784,622

Trademark	App. No.	Reg. No.
WE PUT THE COMFORT BACK IN YOUR BED	US 75/263,932	2,293,137
WE'VE FOUND THE SECRET	US 76/416,564	2,803,315
THE COMFORT OUTLET & Design	US 76/569,406	2,947,442
COMFORT	US 78/958824	3,407,309
COMFORT PLUS	US 77/023,696	3,346,798
COMFORTLUXE	US 77/009,063	3,406,005
COOLBREEZE	US 78/835,372	3,332,221
DREAM MATTRESS	US 77/018,551	3,406,033
SENSUOUS SLEEP	US 78/866,915	N/A
SLEEP ASSURED	US 78/866,770	3,332,505
SLEEPWALKERS BY SLEEP INNOVATIONS	US 78/832,325	3,332,193
HEALTHY SLEEPER	US 78/798,371	3,236,489
KOOLCOMFORT	US 78/618,285	3,442,318
KOOLREST	US 78/571,587	N/A
DREAMAWAY	US 77/394,553	N/A
DREAMAWAY	US 78/842,146	3,194,068
KOOLCOMFORT	US 78/977,034	3,168,814
LURA-TEX	US 75/366,216	2,198,360
MEMORY-FLEX	US 75/258,082	2,140,886
OPTIMA	US 76/101,797	2,709,796
TOUCH OF COMFORT	US 76/609,193	3,000,468
NUTRATEMP	US 77/293,509	3,573,572
ACELLA-FLEX	US 77/369,951	3,504,310
BODIPEDIC	US 78/977,213	3,137,309
BODIPEDIC	US 77/431,554	3,495,925
INOVAFORM	US 77/259,452	N/A
VENUS & MARS	US 77/066,062	N/A
VENUS & MARS	US 77/066,064	N/A
VITALIZE	US 77/069,771	3,387,690
COOLREST	US 77/383,539	N/A
ECOTEMP	US 77/460,256	N/A
INFINITE COMFORT MATTRESS	US 77/330,859	N/A

Trademark	App. No.	Reg. No.
NOVAFORM BY SLEEP INNOVATIONS COMFORT ROYALE & DESIGN	US 77/479,510	N/A
NOVAFORM GRANDE ELEGANCE	US 77/332,094	N/A
SRT	US 77/371,171	N/A
TEMPSOMA	US 77/424,514	3,495,916
SLEEP INNOVATIONS FABRICATING A BETTER SLEEP	US 77/551,582	N/A
FABRICATING A BETTER SLEEP	US 77/551,594	N/A
PERFECTEMP	US 77/560,020	N/A
TECHNOLOGY INFLUENCED BY NATURE	US 77/560,127	N/A
SLEEP INNOVATIONS DREAMLAND, USA AND DESIGN	US 77/577,888	N/A
RIGHT-TEMP	US 77/628,214	N/A
SURE TEMP	US 77/661,172	N/A
PERSONAL IMPRESSIONS	US 77/676,701	N/A