

EXHIBIT A
to the Trademark Collateral Assignment and Security Agreement
dated June 13, 2009

ACQUILL	00124-00362	United States of America	Registered	72/409,933	9-Jul-71	955,603	29-May-73	17	Hydrophilic cellular polyurethane material, cl. 17
ACQUILL	00124-00365	Canada	Registered	366,478	13-Jul-73	199,605	11-Apr-74	17	Hydrophilic cellular polyurethane materials, cl. 17
ACQUILL		United States of America	Reviewed	72/409,833	9-Dec-71	959,603	29-May-73	17	Request release of security interest from Bank of America
ADDING COMFORT TO EVERY STEP AERODYNAMIC	00124-008367M	United States of America	Registered	76/196,207	18-Aug-01	2,584,866	25-Jun-02	27	polyurethane foams in sheet, block and bun form for use in insulating cellular polyurethane material, cl. 17
ABSTHERIC VR		Mexico	Close to Expiration	76/103,831	21-Jan-02	282,617	30-Jan-08	17	polyurethane foams in sheet, block and bun form for use in insulating cellular polyurethane material, cl. 17
ANATOMIC SLEEP SUPPORT SURFACE		United States of America	Registered	75/088,495	15-Apr-96	2,177,233	28-Jul-96	20 & 24	polyurethane foam for the incorporation in the audio speakers installed in vehicles
ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY		United States of America	Registered	78/134,492	10-Jul-02	2771,625	7-Oct-03	20	mattresses, cl. 20
ANATOMIC SLEEP SUPPORT SURFACE TECHNOLOGY	00124-00157	United States of America	Registered	78/134,492	18-Jun-02	2771,625	7-Oct-03	24	mattresses, cl. 20
ARRESTO	00124-008531M	United States of America	Registered	73/271,956	5-Apr-97	215,8721	19-May-98	17	fluid absorbent cellular polymer materials, namely, polyurethane foams, to be incorporated into sponges, wipes, and absorbent, cl. 17
		United States of America	Registered	76/103,883	21-Jan-02	2709,417	22-Apr-03	17	polyurethane foams for industrial use, cl. 17

DREAM CONCEPTS	01071	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	20 &	Request release of security interest from Bank of America.
DREAM REST	00124-01199	United States of America	Published	772373991	17-Jan-05			24	Request release of security interest from Bank of America.
DREAM REST	00124-01199	United States of America	Published	772373991	17-Jan-05			20	mattress cushions; mattress cushions; mattress toppers; pillows; sleeping mats; cl. 20
DREAM REST	00124-01199	United States of America	Published	772373991	17-Jan-08			24	aluminum bed frames; bed pads; bed sheets; bed blankets; blanket throws; counterpane mattress covers; coverlets; quilts; pillow cases; pillow covers; pillow shams; cl. 24
DREAM REST	00124-01199	United States of America	Published	772373991	17-Jan-08			20	Pesona cushioning for furniture; cl. 20
DREAM REST	00124-01199	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	20	Pillows, cushions, mattresses and linen cushions for truck beds and vans; cl. 12
DREAM REST	00124-01199	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	17	electrically conductive polyurethane foams sold in blocks, bars or slabs for use as a component of cushions for further fabrication into cushions, gas or fluid filters, or packaging for electronic components for shipping; cl. 17
DREAM REST	00124-01199	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	17	polyurethane foam in blocks, bars or sheets for use as a component of cushions for photocopiers and facsimile machines; cl. 17
DREAM REST	00124-01199	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	17	polyurethane foam sold in sheets, blocks, bars, rolls and/or tubes for transportation uses: furniture cushions; pillows; mattresses; mattress toppers; mattress covers and mattress pads; cl. 17
DREAM REST	00124-01199	United States of America	Registered	726773599	10-Aug-87	1,316,407	13-Dec-88	20	mattresses; mattress toppers; pillows

NO.	CLASS	MARK	STATUS	REG. NO.	FILED	ISSUE	EXPIRES	REMARKS	
00124	ENERGIA		Registered	731805193	24-Feb-06	3493482	26-Aug-08	24	matress covers, matress pads, cl. 24
01147									
00124	ENVIRO-CURE		Registered	74112487	5-Nov-90	1832201	19-Apr-94	17	for flexible polyurethane foam in block and cylindrical log form for use in furniture seating, bedding, packaging, automotive seating and trim, shoe industry and all other current uses of flexible polyurethane foam, cl. 17.
00489									
00124	EVA-DRI		Registered	731692299	30-Jul-84	1361538	17-Sep-85	17	Polyurethane foam in the form of sheets and blocks for use in the industrial art, cl. 17.
80785									
00124	EVA-DRI		Renewed	731692299	30-Jul-84	1361538	17-Sep-85	17	Request release of security interest from Bank of Argentina.
00124	FOAMEX		Registered	419358	12-Mar-78	TMA233, 276	25-May-79	9	
01207									
00124	FOAMEX		Pending	696391	26-May-08			17	
01207									
00124	FOAMEX		Registered	696392	26-May-08			22	
00124	FOAMEX		Registered	1108173	12-May-01	TMA4587200	14-Aug-05	17	containing or stuffing materials, cl. 22
00124	FOAMEX		Registered	87000998	8-Jan-98	848124	1-Apr-99	27	WARRANTS: (1) Polyurethane foams sold in sheet, block and log form for use to air filters, ink jet printers, sponges, lubricating pads, ink pads, wipers, paint brushes, rollers, electronic equipment, fuel cell packaging, cushions for orthopedic or athletic pads, carpets, door carpets, mats, bath mats, cl. 27.
00470									
00124	FOAMEX		Registered	D97-12623	26-Jun-97	414194	6-Apr-98	17	
00337									
00124	FOAMEX		Registered	56-2107	14-Apr-97	408818	20-Jun-98	18	Dishes, sponges, polyurethane foams for use in mats, cl. 18
00337(6)									
00124	FOAMEX		Cancelled	0014202	10-Jun-94	467614	25-Jul-94	17	Polyurethane foams for various uses
00124									

FOAMTEX	00387 00124- 00337	Japan	Registered	9-30-88	29-Jan-97	430493	30-Jul-99	17	(classified, cl 17) Rubber, sponges made of polyurethane foams and other plastic beam products, spongyfoam materials except for building materials, cl 17 (1) Cushions for seats, heads and arms of furniture, upholstery padding, mattresses, pillows, filling and stuffing materials for upholstered furniture, sack cushions, seat back cushions and arm rests for airplanes, automobiles, boats and other vehicles) Polyurethane foams for use in air filters, sponges, lubricating pads, ink pads, wipers, paint brushes, rollers, cushions for orthopedic bed goods, athletic pads; floor mats and pads; pads for sound deadening body panels; seat cushions, seat back cushion cushions for seats, heads and arms of furniture, upholstery padding, mattresses, pillows, and sponge rubber and rubber substances used as filling and stuffing materials for upholstered furniture, cl 1 sponges, wipers, clean room wipers, paint brushes and rollers, cl 21
FOAMTEX	00124- 00388	Venezuela	Registered	91-004166	11-Apr-94	5225257	14-Feb-97	17	
FOAMTEX	00124- 00043N	Canada	Registered			2766	12-Mar-16	01	
FOAMTEX	00124- 00471 00124- 01190	Taiwan China (Peoples Republic)	Registered Registered	87000399 6394399	8-Jan-98 22-Nov-07	836107 6394399	16-Jan-99 20-Nov-08	21 17	Polyurethane foams (semi-finished products), sponges (filling materials), lubricating plastic or rubber pads, flexon gaskets or seals, huffing and explosion-suppressing foam for fuel tanks (semi-finished products).

FOAMEX	00124-00337(6)	Korea, Republic of	Registered	50-2007-0012344	31-Jul-07	406818	29-Jun-98	21	acoustical foams for noise absorption, pk
FOAMEX	00124-00337	Singapore	Registered	8785797	23-Jul-97	1977082853			Disbussing sponges, polyurethane foams for use in troops;
FOAMEX	00124-00337	Taiwan	Registered	85601498	11-Jan-97	809928	16-Jul-98	17	for: polyurethane foams for use in air filters; lubricating pads to be used in diesel lubrification oil or grease to a mechanical parts; ink pads; powder puff; cushions used by physicians and physical therapists to treat patients in healing process, a
FOAMEX	00124-00337	Malaysia	Registered	9615667	28-Dec-96	96015667	27-Apr-98	17	
FOAMEX	00124-00337	China (Peoples Republic)	Registered	970030987	8-Apr-97	1244020	7-Feb-99	17	Polyurethane foams for use in air filters; pads for sound-dampening body panels; bedding and explosion-suppressing foams for fuel tanks; acoustical foams for noise absorption; el. 17
FOAMEX & Design	00124-00636	United States of America	Registered	737748197	6-Jul-99	2364439	4-Jul-00	40	manufacturing to the specification and order of others in the field of cellular polymers, namely polyurethane foams for industrial, residential and medical uses; el. 40
FOAMEX & Design	00124-01080	United States of America	Registered	76063083	5-Jun-00	2611514	27-Aug-02	17	polyurethane foams for use in the manufacture of mattress pads; el. 17
		United States of America	Registered	78468107	16-Aug-04	31027702	13-Dec-05	20 & 28	Request release of security interest from Bank of America

FOAMEX & DESIGN (Class 17)	00124-00635	United States of America	Registered	75/741982	1-Jul-99	233347	21-Mar-00	17	Polyurethane foams used in sheep, block and bun forms for general manufacturing use, cl. 17
FOAMEX & Design	00124-00646	Malaysia	Registered	99012432	22-Jun-99	99012432	21-Feb-08	13	polyurethane foams, namely for use in air filters, sponges, advertising pads, ink pads, wipers, paint brushes, rollers, cushions for orthopedic soft goods, athletic pads, carpet cushions, floor mats and pads, mattresses and mattress sound absorbing material
FOAMEX & Design	00124-00646	Malaysia	Pending	9912433	8-Dec-99			40	resilient for the specification and order of others in the field of cellular polymers, namely polyurethane foams for industrial, residential and medical use, cl. 60
FOAMEX (and Design)	00124-006794	Mexico	Registered		3-Aug-01	760065	23-Feb-03	27	Rubber pads, mats and pillows for domestic use in floors and vehicles, manufacture services for specifications and orders for others including polyurethane foams for industrial, residential and medical manufacture, polyurethane foams for the manufacture of mattresses and pillows
FOAMEX (and Design)	00124-006794	Mexico	Registered	440140	3-Aug-00	679262	3-Aug-00	40	polyurethane foams for the use of air filters, wipers, fenders, lubricant cushion plastics, foam gaskets or seals, cushion for bin, cloth brushes, cushion for orthopedic purposes and cushion for sports, foam seals and acoustical foams for noise absorption, acoustical foams for car panels seats, cushion for airplanes, cars and boats.
FOAMEX (and Design)	00124-006794	Mexico	Registered	440138	3-Aug-00	684283	3-Aug-00	20	
FOAMEX (and Design)	00124-006794	Mexico	Registered	440142	8-May-01	706433	8-May-01	17	

FOAMEX (Chinese language)	00124-01192	China (Peoples Republic)	Registered	6394397	22-Nov-07	6394397	20-Nov-08	17	Polyurethane foams (semi-finished products), sponges (filling material), lubricating plates or rubber pads, foam gaskets or seals, balling and explosion-suppressing foam for fluid tanks (semi-finished products), spongy foams for noise absorption, pla
FOAMEX (in stylized form & Design)	00124-01191	China (Peoples Republic)	Registered	6394398	22-Nov-07	6394398	20-Nov-08	17	Polyurethane foams (semi-finished products), sponges (filling material), lubricating plates or rubber pads, foam gaskets or seals, balling and explosion-suppressing foams for fluid tanks (semi-finished products), spongy foams for noise absorption, pla
FOAMEX (Stylized) & Device	00124-00644	Singapore	Registered	19912983H	12-Nov-99	19912983H	22-Jul-99	17	
FOAMEX (Stylized) & Device	00124-00644a	Singapore	Registered	19912985D	12-Nov-99	19912985D	1-Jul-99	17	
FOAMEX (Stylized) & Device	00124-00644b	Singapore	Registered	19912984F	12-Nov-99	19912984F	6-Jul-99	40	
FOAMEX and design	00124-00631	United States of America	Registered	29747342	22-Jun-99	29747342	15-Feb-02	17	Polyurethane foams sold mainly in sheets, blocks and bars foam in international class 17
FOAMEX CHUDCARE		United States of America	Registered	76317188	23-Oct-03	2986333	16-Aug-03	20 &	
FOAMEX in stylized form & design	00124-00642	China (Peoples Republic)	Registered	990042088	26-Nov-99	1528645	28-Feb-01	28	polyurethane foam sold in sheets, blocks, bars and/or tubes for use in the manufacture of goggles and helmets; polyurethane foams sold in sheets, blocks, bars, rolls and/or tubes for use in the manufacture of cushions, namely, seat cushions, seat back cushions. Request release of priority interest from Bank of America

FOAMTEK in stylized form & design	00124-00642a	China (People's Republic)	Registered	980042089	26-Nov-99	1552050	14-Apr-01	17	
FOAMTEK in stylized form & design	00124-00642b	China (People's Republic)	Registered	9990042090	26-Nov-99	1495506	21-Dec-00	40	
FOAMTEK stylized (in class 17)	00124-00643	Indonesia	Registered	D99-32098	16-Dec-99	468749	16-Mar-01	17	Polyurethane foams, namely for use in air filters, sponges, lubricating pads, fat pads, sponges, paint brushes, rollers, cushions for orthopedic soft goods, athletic pads, carpet cushions, floor mats and pads; pads for social distancing body panels; mattresses
FOAMTEK stylized (in class 40)	00124-00643a	Indonesia	Registered	39972703	16-Dec-99	468750	16-Mar-01	40	Manufacturing in the specification and order of others in the field of cellular polymers, namely polyurethane foams for industrial, residential and medical use, cl. 40 Petrolul extensiv matk, cl. 28
FOLD N GO	00124-01206	United States of America	Published	77443806	9-Apr-08	3581557	24-Feb-09	28	
FMI	00124-01178	United States of America	Published	77486516	29-May-08			17	polyurethane foams sold in sheets, blocks, roll and bun form for general manufacturing use; polyurethane foam sold in sheets, blocks, rolls and/or tubes for use in the manufacture of eggbeats and beaters; polyurethane foams sold in sheets, blocks, buns, roll pillows, mattresses, mattress toppers, carpet cushions, cl. 27
FMI	00124-01210	United States of America	Published	77492052	5-Jun-08			20	
FMI	00124-01209	United States of America	Published	77492065	15-Jun-08			27	
GENERAL FELT INDUSTRIES	00124-00241TM	United States of America	Registered	73693235	2-Nov-87	1312844	15-Nov-88	27	Request release of security interest from Bank of America unibethymul, carpet and wall covering, cl. 27
GFI	00124-00241TM	United States of America	Registered	73165187	22-Mar-78	1206771	31-Aug-82	27	

KIDS CAN HANDLE IT!

LUXURYBOND	00124-00938	United States of America	Registered	78/119,742	28-Oct-03	3,030,236	13-Dec-05	20 & 28	Request release of security interest from Bank of America
		United States of America	Registered	75/100,015	8-May-96	2,063,085	20-May-97	27	carpet cushion, cl. 27
MATTROX	00124-01018	United States of America	Retained	73/240,071	21-Nov-79	1,156,404	2-Jun-81	27	Request release of security interest from Bank of America
		United States of America	Registered	78/236,939	12-Nov-03	2893639	12-Oct-04	20	deep redted products, namely mattresses, mattress toppers, futons and pillows, cl. 20
MID-TI-ZONE	00124-00973	United States of America	Registered	78/120,159	08-Apr-02	2,704,732	08-Apr-03	20	Request release of security interest from Bank of America
		United States of America	Registered	76/196,026	18-Jun-01	25,77938	11-Jun-02	27	carpet cushion, cl. 27
PASSION	00124-00773	United States of America	Registered	78/071,064	26-Jun-01	2,738,990	15-Jul-03	17	polyurethane forms used in the construction of pillows, mattresses, furniture cushions, furniture seats and furniture backs, cl. 17
		United States of America	Registered	73/029,505	14-Aug-74	1,016,884	29-Jul-75	17	Cellular polyurethane material for use in the industrial arts sold in the form of blocks and rolled-up sheets, cl. 17
PROTECTOR	00124-00175	United States of America	Registered	73/029,505	14-Aug-74	1,016,884	29-Jul-75	17	Cellular polyurethane material for use in the industrial arts sold in the form of blocks and rolled-up sheets, cl. 17
		Canada	Registered	424,985	17-May-78	239,204	18-Jan-80	17	Cellular polyurethane material for use in the industrial arts sold in the form of blocks and rolled-up sheets, cl. 17
PYRELL	00124-00380	United States of America	Registered	72/5,77943	4-Dec-70	692,8907	15-Feb-72	17	Fire-resistant cellular polyurethane material, cl. 17
		Canada	Registered	386,480	13-Jul-73	1,988,888	11-Apr-74	17	Fire-resistant cellular polyurethane material, cl. 17
PYROCUSHION	00124-00373	United States of America	Registered	79/566,512	4-Nov-85	1,394,867	27-May-86	17	Cushioning, namely, fire-retardant polyurethane foam material, cl. 17
		United States of America	Registered	76/162,090	2-Aug-00	2,539,702	19-Feb-02	17	polyurethane forms used in the construction of mattresses, mattress pads and mattress toppers, cl. 17
QUILTRIFLEX	00124-00699	United States of America	Registered	76/162,090	2-Aug-00	2,539,702	19-Feb-02	17	polyurethane forms used in the construction of mattresses, mattress pads and mattress toppers, cl. 17

REFLEX	00124-00704	United States of America	Registered	76157145	31-Oct-00	2708026	1-Apr-03	17	polyurethane foams used in sheets, blocks, rolls and tubes for incorporation into acoustic seats, gaskets, ventilation, cushions and insulation barriers, cl. 17
REFLEX	00124-00833	United States of America	Registered	78097514	10-Dec-01	2849196	1-Jun-04	17	polyurethane foams for incorporation into mattresses, cl. 17
REFLEX	00124-00833	United States of America	Registered	78097514	10-Dec-01	2849196	1-Jun-04	24	mattress pads and mattress toppers, cl. 24
REFLEX	00124-00126	United States of America	Registered	75020025	15-Nov-93	2129337	13-Jan-98	20	Cellular polypropylene cushioning material used for furniture and seat cushions, cl. 20
REFLEX BOUNCE	00124-01011	United States of America	Registered	788310922	8-Oct-03	3051574	24-Jan-06	17	polyurethane foams used in the construction of furniture cushions, furniture seats, furniture backs, mattresses and mattress toppers, cl. 17
REFLEX CORN	00124-00662	United States of America	Registered	75085446	12-Jan-00	2508033	13-Nov-01	17	Polyurethane foams used in the construction of furniture cushions and furniture seats, cl. 17
REFLEX FIL	00124-00655	United States of America	Registered	75069569	12-Jan-00	2592362	09-Jul-02	17	Request release of security interest from Bank of America
REFLEX HR	00124-00655	United States of America	Registered	75062716	21-Oct-99	2483403	28-Aug-01	20	Cellular polyurethane cushioning material used for furniture and seat cushions, cl. 20
REFLEX MEMORY	00124-01023	United States of America	Registered	78958042	27-Jan-04	2874446	19-Jul-05	17	polyurethane foams used in the construction of furniture cushions, furniture seats, furniture backs, mattresses and mattress toppers, cl. 17
REFLEX MKR	00124-00584	United States of America	Registered	750997786	20-Nov-98	2795083	16-Dec-03	20	Cellular polyurethane cushioning material used for furniture and seat cushions, cl. 20
REFLEX NATURAL	00124-01186	United States of America	Registered	77991465	7-Feb-08	3495826	2-Sep-08	17	polyurethane foams used in construction of furniture, seat cushions, mattresses and mattress

SENSUS	00124-01104	India	Published	1306882	20-Dec-94		17	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture backs, cl. 17	
SHAPING THINGS TO COME	00124-00173	United States of America	Registered	750170235	7-Oct-96	2041560	26-Aug-97	42	Research and development of new products for others in the nature of cellular polymer materials and polyurethane foams, and technical consulting services related thereto, cl. 42
SIF	00124-00338	United States of America	Registered	730225002	14-Jul-79	1191036	14-Apr-81	17	Cellular polyurethane material, cl. 17
SIF BELT	00324-00350	United States of America	Registered	744553250	26-Apr-90	1676775	25-Feb-92	17	Compressed reticulated polyurethane foam for use as a conduit for ink, for filtration applications, for acoustical use, cl. 17
SINGLE-CELL (Design)	00124-00365	United States of America	Registered	720330209	18-Jul-72	960172	19-Jun-73	17	Cellular polyurethane material, cl. 17
SLEEP SOLUTIONS	00124-00390	United States of America	Registered	74620270	11-Jan-95	2226404	23-Feb-99	20	For bed pillows, cl. 20
SLEEP SOLUTIONS	00124-00540	United States of America	Registered	74620270	11-Jan-95	2226404	23-Feb-99	24	for mattress pads, cl. 24.
SLEEP SOLUTIONS	00124-00540	United States of America	Registered	78272462	18-Jul-03	2924366	1-Feb-05	20	sleep related products, namely, mattresses and futons, cl. 20
SMOOTHBOND	00124-00843	United States of America	Registered	78023184	30-Apr-02	2688809	18-Feb-03	17	cellular polymer materials used in fabricating vehicle headliners and trim, cl. 17
SMT	00124-00152	United States of America	Registered	744995548	1-Mar-94	2027420	31-Dec-96	24	foam bedding, namely bed pads, cl. 24
SMT	00124-01170	United States of America	Registered	77071316	26-Dec-06	3274092	7-Aug-07	17	polyurethane foams used in construction of mattresses, cl. 17
SMT	00124-00625	European Community	Registered	000150432	23-Apr-99	1150432	29-May-00	12	foam extrudable substance, cl. 12
SMT	00124-00124	European Community	Registered	000150432	23-Apr-99	1150432	29-May-00	17	foam packing material for shipping

SMKT	00625	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	20	popularity, cl. 17 foam furniture, cl. 20
SMKT	00625	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	24	foam bedding, namely bed pads and bed linen, cl. 24
SMKT	00625	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	25	foam automobile cushions, cl. 12 foam packing material for shipping containers, cl. 17 foam furniture, cl. 20 foam bedding, namely bed pads and bed linen, cl. 24 foam linings for footwear, cl. 25 foam carpet padding, cl. 27 foam carpet padding, cl. 27
SMKT	00124-	European Community	Registered	001150432	23-Apr-99	1150432	29-May-00	27	Material for controlling and absorbing accidental energy, etc., cl. 17 pillows, mattresses, mattress toppers, cl. 20
SMKT	00625	United States of America	Registered	73664315	9-Feb-87	1455317	1-Sep-87	17	
SMKT	00374	United States of America	Pending	77657552	27-Jan-09			20	
SMKT	00124-	United States of America	Registered	76172528	20-Nov-00	2658043	10-Dec-02	17	polyurethane foams sold in sheets, blocks, rolls and tufts for use in the further manufacture of cellular polymer materials for incorporation into seals, cushions and isolation barriers, cl. 17 polyurethane foams sold in sheets, blocks, rolls and tufts for use in the further manufacture of cellular polymer materials for incorporation into gaskets, cl. 17
SMKT	00667	United States of America	Registered	75929997	7-Feb-00	2395217	16-Jul-02	17	polyurethane foams used in packing and shipping cartons, cl. 17 Carpet cushions, cl. 27
SPECTRUM	00124-	United States of America	Registered	75207909	4-Dec-86	2478263	14-Aug-01	17	
SPECTRUM	00391	United States of America	Registered	75606710	16-Dec-98	2402718	7-Nov-00	27	

STANDARD	CLASS	STATUS	REGISTRATION NO.	ISSUE DATE	EXPIRES	REGISTRATION NO.	ISSUE DATE	EXPIRES	DESCRIPTION
STANDARD	Canada	Pending	1,406,892	11-Aug-08					
SUPPORT SURFACES DESIGNED TO MATCH THE HUMAN ANATOMY	United States of America	Registered	78133,958	07-Jun-02	2,700,535	25-Mar-03	20	Request release of security interest from Bank of America	
SURFILL	United States of America	Registered	77023,087	17-Oct-06	3,527,993	4-Nov-08	17	Polyurethane foam and polyurethane foam to film laminate for use in the manufacture of automotive seating and interiors, cl. 17	
THE FEELING IS ANATOMIC THE FEELING IS ANATOMIC	United States of America	Registered	78134,483	10-Jun-02	2,753,024	19-Aug-03	20	Request release of security interest from Bank of America	
ULTIMA SIX	United States of America	Registered	78134,483	10-Jun-02	2,753,024	19-Aug-03	20	Request release of security interest from Bank of America	
ULTIMAPUSH	United States of America	Registered	73,664,470	19-Feb-97	1,469,564	9-Aug-98	17	Request release of security interest from Wyllatte Technologies, Inc.	
ULTRASOFT V	United States of America	Renewed	76,120,223	12-Sep-06	2,697,631	15-Oct-02	17	Request release of security interest from Wyllatte Technologies, Inc.	
ULTRASOFT	United States of America	Renewed	75,682,525	24-Sep-97	2,205,519	24-Nov-98	21	Request release of security interest from Wyllatte Technologies, Inc.	
VEL VE	United States of America	Registered	74,299,225	28-Jul-92	1,806,523	16-Nov-93	21	Request release of security interest from Wyllatte Technologies, Inc.	
VENUS	United States of America	Registered	73,604,443	16-Mar-75	1,022,689	14-Oct-75	17	Request release of security interest from Wyllatte Technologies, Inc.	
VENUS	United States of America	Pending	78605179	2-Feb-06			17	Request release of security interest from Wyllatte Technologies, Inc.	
VENUS	United States of America	Pending	78605179	2-Feb-06			20	Request release of security interest from Wyllatte Technologies, Inc.	
VENUS	United States of America	Pending	78605179	2-Feb-06			20	Request release of security interest from Wyllatte Technologies, Inc.	
VP TECHNOLOGY	Canada	Registered	1,190,445	12-Sep-03	1,546,73,984	03-Oct-06	20 & 24	Request release of security interest from Wyllatte Technologies, Inc.	
VP TECHNOLOGY	United States of America	Registered	78250,442	15-Mar-03	2,955,677	24-Mar-05	20	Request release of security interest from Wyllatte Technologies, Inc.	

REGISTRATION DESIGN	REGISTRATION NO.	REGISTERED	EXPIRES	CLASS	STATUS	DESCRIPTION		
GOOD FOR YOU GOOD FOR THE GLOBE.	00124-00940	Registered	73/JUN/70	10-MAR-78	1206770	31-AUG-82	27	underlay-wood-granule, foil carpet cushion, sponge rubber carpet cushion, reborn carpet cushion and jute underlay carpet cushion, carpeting-material, grass indoor/outdoor carpet, and needlepunch indoor/outdoor carpet, stich bonded and needlepunch wall cover
GOOD FOR YOU GOOD FOR THE GLOBE.	00124-01113	Registered	70/595805	23-MAR-03	3195077	2-JAN-07	17	polyurethane foams for incorporation into mattresses, pillows and furniture cushions, cl. 17
GOOD FOR YOU GOOD FOR THE GLOBE.	00124-01113	Registered	78/999603	23-MAR-05	3195077	2-JAN-07	20	mattresses, pillows, mattress toppers, furniture cushions, cl. 20
GREEN BLEND	00124-01237	Pending	77/704972	2-APR-09			17	foams in sheet, block or thin form for general industrial use and for use in seating, trim and interior polyurethane foams used in the construction of electrochemical devices, namely, batteries and fuel cells, cl. 17
HYCEL	00124-00780	Registered	78/084545	19-SEP-01	2972620	19-JUL-05	17	flexible polyurethane foams in sheets or form for general industrial use, cl. 17
HYFONIC I	00124-00013	Registered	73/783430	23-FEB-89	1370959	12-DEC-89	17	flexible polyurethane foams in sheets or form for general industrial use, cl. 17
HYFONIC I	00124-00353	Registered	474577	25-AUG-81	272499	8-OCT-82	17	flexible polyurethane foam, cl. 17
INSTANT KING	00124-00353	Registered	78/098410	26-OCT-01	2,783,141	11-NOV-03	20	Request release of security interest from Bank of America
INTELLIFORM	00124-01012	Registered	1,190,444	12-SEP-03	1746473,983	03-OCT-06	20 & 24	
K-9 KOUCH	00124-01012	Registered	78/291641	25-AUG-03	2931997	8-MAR-05	20	mattresses, pillows, mattress toppers, cl. 20
		Reviewed	73/492,399	30-JUL-84	1,360,538	17-SEP-85	17	Request release of security interest from Bank of America

WEBS and design WSEIPEX	00995 80124- 01167	Canada United States of America	Registered Registered	166,508 77048496	17-Jul-73 21-Nov-06	TMA192903 3550875	21-Jun-74 23-Dec-08	17 17	chairs, cl. 20 Polyurethane foams sold in sheet or block form and polyurethane foams in sheet or block form having a film laminated to a surface for incorporation into acoustic seals, gaskets, insulation, and sound reduction barriers, cl. 17
WITHOUT US, IT'S JUST FOAM	00124- 01060	United States of America	Registered	78381510	10-Mar-04	3018648	22-Nov-05	17	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture pillows and mattress toppers, cl. 20
WITHOUT US, IT'S JUST FOAM	00124- 01060	United States of America	Registered	78381510	16-Mar-04	3018648	22-Nov-05	29	polyurethane foams used in the construction of mattresses, furniture cushions, furniture seats and furniture pillows and mattress toppers, cl. 20

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated June 12, 2009, is by and between Foamex Innovations Operating Company, a Delaware corporation ("Debtor"), with its chief executive office at Rose Tree Corporate Center II, 1400 N. Providence Road, Suite 2000, Media, Pennsylvania 19063, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 1133 Avenue of the Americas New York, New York 10036.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain subsidiaries and affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any

other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Solely with respect to Collateral filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any political subdivision thereof, Debtor hereby represents, warrants and covenants with and to Agent the following (which representations, warranties and covenants shall continue until all Obligations shall have been paid in full or otherwise fully satisfied (other than indemnities and contingent Obligations which have not yet accrued):

(a) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns good and valid title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks material to its business including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages,

assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) other Permitted Liens, and (iii) the licenses permitted under Section 3(c) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, to its knowledge Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder during an Event of Default.

(f) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Agent may add any amounts so expended to the Obligations and charge Debtor's account therefor or may demand immediate payment thereof.

(g) Debtor shall notify Agent within thirty (30) days of obtaining any patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof or any political subdivision thereof. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of

America or any State thereof, or any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(h) Except as expressly permitted by the Loan Agreement, Debtor has not abandoned any of the Trademarks material to its business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks material to its business may become abandoned, invalidated, unenforceable, avoided, or avoidable.

(i) Debtor shall render any assistance, as Agent shall determine is reasonably necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks material to its business as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks material to its business that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Trademarks material to its business invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks material to its business presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark material to its business. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem necessary for the protection of Agent's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Agent may add any amounts so

expended to the Obligations and charge any Borrower's account therefor or may demand immediate payment thereof.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under applicable law.

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the Obligations in such order and manner as set forth in the Loan Agreement. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or such of the other Secured Parties.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram, facsimile, transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Rose Tree Corporate Center II 1400 N. Providence Road Suite 2000 Media, Pennsylvania 19063 Attention: Harold Earley Telephone No.: 610.744.2300 Telecopy No.: 610.744.2118
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If to Agent:	Wachovia Bank, National Association 1133 Avenue of the Americas New York, New York 10033 Attention: Portfolio Manager Telephone No.: 212.840.2000 Telecopy No.: 212.545.4280
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(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement.

(d) The provisions of Section 15.2 of the Loan Agreement shall apply hereto mutatis mutandis.

(e) This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(f) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

FOAMEX INNOVATIONS OPERATING
COMPANY

By: *Howard Early*

Title: *VP, CFO*

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

FOAMEX INNOVATIONS OPERATING
COMPANY

By: _____

Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: Chanson A. Mante

Title: Director

[Signature Page to Trademark Security Agreement]

EXHIBIT B

**To the Trademark Collateral Assignment and Security Agreement
Dated June 12, 2009**

In-Licensed Trademarks

Bio Clinic Corporation (now assigned to Sunrise Medicall HHG, Inc.)	Crain Industries, Inc. (now assigned to Foamex Innovations Operating Company)	18-October-1996	U. S. 2,194,554 U. S. 1,025,244	
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Out-Licensed Trademarks

Foamex Innovations Operating Company	Future Foam Inc.	26-September-2007	U. S. 2,584,866 U. S. 2,059,944 U. S. 2,063,085 U. S. 2,402,718 U. S. 1,206,770 U. S. 1,206,771 U. S. 1,512,844	
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**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)

ss.:

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Foamex Innovations Operating Company, ("Debtor"), with its chief executive office at Rose Tree Corporate Center II, 1400 N. Providence Road, Suite 2000, Media, Pennsylvania 19063, hereby appoints and constitutes, severally, Wachovia Bank, National Association, as Agent ("Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing and during an Event of Default, assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as defined in the Loan Agreement referred to in the Security Agreement shall have been paid in full or otherwise fully satisfied (other than indemnities and contingent Obligations which have not yet accrued).

Dated: _____, 2009

FOAMEX INNOVATIONS OPERATING
COMPANY

By: _____

Title: _____

C-1

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of Foarnex Innovations Operating Company, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public