

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.)		12/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3785722	IB INTERNATIONAL BEDDING	
Registration Number:	3758955	M MIRALUX	
Registration Number:	3647395	EUPHORIA	
Registration Number:	3848443	AMERICAN PEDIC COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.071		

OP \$115.00 3785722

900180073

TRADEMARK
REEL: 004442 FRAME: 0833

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/30/2010
Total Attachments: 4 source=Second Amendment to Trademark Security Agreement#page1.tif source=Second Amendment to Trademark Security Agreement#page2.tif source=Second Amendment to Trademark Security Agreement#page3.tif source=Second Amendment to Trademark Security Agreement#page4.tif	

**SECOND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS SECOND 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 December 30, 2010.

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 there 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, 1005, 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: *Paul Collins*
Name: Paul Collins
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

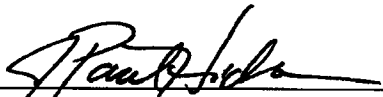
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

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.)	IB International Bedding	77632737	05/04/10	3785722
International Bedding Corporation (f/k/a IBC Group, Inc.)	Miralux	3758955	03/09/10	77632730
International Bedding Corporation (f/k/a IBC Group, Inc.)	Euphoria	77632752	06/30/09	3647395
International Bedding Corporation (f/k/a IBC Group, Inc.)	American Pedic	77632734	09/14/2010	3848443