



EXHIBIT A  
TO  
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

Supplemental Trademark Collateral  
Exhibit A

CountryName	TrademarkName	CaseNumber	AppNumber	FileDate	RegNumber	RegDate	TrademarkStatus	Class	Goods
European Community	LEAF DEFIER	00124-01285	6944886	28-May-08	6944886	07-Apr-09	Registered		
United States of America	ADAPTWO	00124-01260	771945702	26-Feb-10			Published	20	Mattress cushions; Mattresses, cl. 20
United States of America	AERUS	00124-01149	851109040	17-Aug-10			Pending	17, 20	polyurethane foam sold in sheets, blocks, buns, rolls and/or tubes for incorporation into pillows, mattresses, mattress toppers, mattress covers and mattress pads, cl. 17; mattresses, mattress toppers, pillows, cl. 20;
United States of America	AERUS NATURAL	00124-01257	85119408	31-Aug-10			Pending	17, 20	polyurethane foam sold in sheets, blocks, buns, rolls and/or tubes for incorporation into pillows, mattresses, mattress toppers, mattress covers and mattress pads, cl. 17; mattresses, mattress toppers, pillows, cl. 20
United States of America	AQUAZONE WD	00124-01281	85097876	02-Aug-10			Pending	17	fluid absorbent cellular polymer materials, namely, polyurethane foams, to be incorporated into sponges, mops, wipes, and absorbers, cl. 17
United States of America	AQUAZONE WIPE-DRY	00124-01282	85097886	02-Aug-10			Pending	17	fluid absorbent cellular polymer materials, namely, polyurethane foams, to be incorporated into sponges, mops, wipes, and absorbers, cl. 17
United States of America	ENVIROEAVES	00124-01266	771911801	14-Jan-10			Published	19	non-metal gutter protection products, namely, gutters, gutter pipes, down spout covers, gutter covers, end caps and eaves, cl. 19
United States of America	FLAMEOUT	00124-01255	771924745	01-Feb-10			Published	17	Cellular polymer materials used in fabricating vehicle cushions, headliners and trim, cl. 17
United States of America	FOAMEX INNOVATIONS	00124-01243	771800540	10-Aug-09	3766852	30-Mar-10	Registered	17	polyurethane foams sold in sheet, block, roll, and bun form for general manufacturing use; polyurethane foam sold in sheets, blocks, rolls and/or tubes for use in the manufacture of goggles and helmets; polyurethane foams sold in sheets, block, buns, roll
United States of America	FOAMEX INNOVATIONS	00124-01244	771800872	10-Aug-09	3770620	06-Apr-10	Registered	20	pillows, mattresses, mattress toppers, cl. 20
United States of America	FOAMEX INNOVATIONS	00124-01245	771800881	10-Aug-09	3770621	06-Apr-10	Registered	27	carpet cushions, cl. 27

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United States of America	FXI (Stylized and/or Design)	00124-01253	77/921600	27-Jan-10	3940968	31-Aug-10	Registered	17, 20, 27	Polyurethane foams sold in sheet, block, roll, and bun form for general manufacturing use; polyurethane foam sold in sheets, blocks, rolls and/or tubes for use in the manufacture of goggles and helmets; polyurethane foams sold in sheets, blocks, buns, rolls and/or tubes for use in the manufacture of cushions, namely, seat cushions, seat back cushions and arm rests, all for furniture and vehicles in the nature of airplanes, automobiles and boats; polyurethane foams for use as acoustical insulation in automobile body panels; polyurethane foams sold in sheets, blocks, buns, rolls and/or tubes for use in the manufacture of air filters, gaskets, sponges, lubricating pads, ink pads, wipers, paint brushes, rollers, cushions for orthopedic soft goods and athletic pads, cushioning in the nature of padding for use in apparel, foam seals, and acoustical foams for noise absorption; polyurethane foams sold in sheets, blocks, buns, rolls and/or tubes for use in the manufacture of mattresses, mattress toppers and pillows; and polyurethane foams sold in sheets, blocks and/or rolls for use in floor mats and pads for domestic use, floor mats and pads for use in vehicles, cl. 17; Pillows, mattresses, mattress toppers, cl. 20; Carpet cushions, cl. 27
United States of America	GUTTER SHARK	00124-01269	85/042948	18-May-10			Published	19	non-metal gutter protection products, namely, gutters, gutter pipes, down spout covers, gutter covers, gutter filters, end caps and eaves, cl. 19
United States of America	LEAF DEFIER	00124-01264	78/424635	25-May-04	3027215	13-Dec-05	Registered	19	non-metal gutter protection products, namely, gutters, gutter pipes, down spout covers, gutter covers, end caps and eaves, cl. 19
United States of America	RAIN FILTER GREEN GUTTER FILTRATION	00124-01268	77/921277	27-Jan-10			Pending	19	gutters, gutter pipes, down spout covers, gutter covers, and caps and eaves, cl. 19
United States of America	SUNBURST	00124-01100	85/103144	09-Aug-10			Pending	27	Carpet cushion; carpet underlay; carpet padding, cl. 27
United States of America	SURE FORM	00124-01280	85/137386	24-Sep-10			Pending	17	open cell foam in roll form; flexible polyurethane foam in sheets, rolls or bun form for general industrial use or for incorporation into automobiles, cl. 17
United States of America	WHISPER STEP	00124-01288	85/166775	02-Nov-10			Pending	19	Flooring underlayments, cl. 19

[Execution]

SUPPLEMENTAL TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated December 17, 2010, 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 Wells Fargo Bank, National Association, a national banking association, successor by merger to Wachovia Bank, National 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 12 East 49<sup>th</sup> Street, New York, New York 10017.

W I T N E S S E T H :

WHEREAS, Debtor, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) has made and may make loans and advances and provide other financial accommodations to Debtor and certain subsidiaries and affiliates of Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated December 17, 2010, by and among Debtor, certain subsidiaries and affiliates of Debtor, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents");

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated June 12, 2009, by and between Debtor and Agent (the "Existing Trademark Agreement"). Debtor granted to Agent (for itself and the benefit of Secured Parties) a valid first priority security interest in all of Debtor's then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and all other Collateral, including, but not limited to, all of the foregoing described in Exhibit A to the Existing Trademark Agreement;

WHEREAS, Debtor, in addition to being the owner of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A to the Existing Trademark Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs

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**TRADEMARK**  
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and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks");

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Loan Documents, Debtor hereby acknowledges and reaffirms the security interests heretofore granted by Debtor to Agent (for itself and the benefit of Secured Parties) pursuant to the Existing Trademark Agreement and, as a supplement thereto has agreed to confirm the grant to Agent of 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.

2. In addition, and not in limitation, of the security interests and other interests granted to Agent (for itself and the benefit of Secured Parties) pursuant to the Existing Trademark Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Agent (for itself and the benefit of Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Agent (for itself and the benefit of Secured Parties) pursuant to the Existing Trademark Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of Debtor's trademarks, trade names, 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, trade names, 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 (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) 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; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (iv) 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; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) 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 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 (A) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (B) 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.

(b) The foregoing is to confirm and restate the grant to Agent (for itself and the benefit of Secured Parties) of the security interest in and general lien upon, and collateral assignment of, the New Trademarks and related assets as described above (collectively, together with the New Trademarks, the "Additional Collateral").

3. Obligations Secured.

The security interest, lien and other interests granted and confirmed, reaffirmed and restated pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

4. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Existing Trademark Agreement.

5. Exhibits. Exhibit A to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Existing Trademark Agreement. Exhibit B to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit B hereto and the licenses listed on Exhibit B hereto are deemed to be included within the definition of Collateral set forth in the Existing Trademark Agreement.

6. Special Power of Attorney. 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 upon the occurrence of an Event of Default (as defined in the Existing Trademark Agreement) and for so long as same is continuing.

7. Miscellaneous.

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

(b) 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 conflict of laws 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.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein 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.

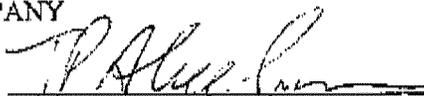
(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights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

(e) 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 its 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 or any Lender 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 or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) 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.

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

FOAMEX INNOVATIONS OPERATING  
COMPANY

By: 

Name: Thomas P. Sheehan

Title: Vice President & Treasurer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

FOAMEX INNOVATIONS OPERATING  
COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION as Agent

By: Thomas Allmar

Name: Thomas Allmar

Title: Vice President



EXHIBIT B  
TO  
SUPPLEMENTAL TRADEMARK COLLATERAL  
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LIST OF LICENSES

None.



