Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

# TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Foamex Innovations Operating Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other:

Citizenship: DE

Execution Date(s) December 17, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA Zip: 10017

☒ Association Citizenship: USA
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☐ Other: Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:** 17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** $ 440 —

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number
Authorized User Name:

**9. Signature:** Kareem Ansley
Signature

January 31, 2011
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $415.00 7784570

EXHIBIT A
TO
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.



TRADEMARK
REEL: 004468 FRAME: 0470

Supplemental Trademark Collateral
Exhibit A

| CountryName | TrademarkName | CaseNumber | AppNumber | FilDate | RegNumber | RegDate | TrademarkStatus | Class | Goods |
|---|---|---|---|---|---|---|---|---|---|
| European Community | LEAF DEFIER | 00124-01265 | 6944896 | 28-May-08 | 6944896 | 07-Apr-09 | Registered | | |
| United States of America | ADAPTWO | 00124-01260 | 77/945702 | 26-Feb-10 | | | Published | 20 | Mattress cushions; Mattresses, cl. 20 |
| United States of America | AERUS | 00124-01149 | 85/109040 | 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 | 85/119408 | 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 | 85/097876 | 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 | 85/097886 | 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 | 77/911801 | 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 | 77/924745 | 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 | 77/800540 | 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 | 77/800872 | 10-Aug-09 | 3770620 | 06-Apr-10 | Registered | 20 | pillows, mattresses, mattress toppers, cl. 20 |
| United States of America | FOAMEX INNOVATIONS | 00124-01245 | 77/800891 | 10-Aug-09 | 3770621 | 06-Apr-10 | Registered | 27 | carpet cushions, cl. 27 |

Supplemental Trademark Collateral
Exhibit A

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| United States of America | FXI (Stylized and/or Design) | 00124-01253 | 77/921600 | 27-Jan-10 | 3840968 | 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 i 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 | 19-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, end 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 49th Street, New York, New York 10017.

## WITNESSETH:

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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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



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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.



TRADEMARK
REEL: 004468 FRAME: 0475

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 that 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.



TRADEMARK
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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: _____

[Signature Page to Supplemental Trademark Collateral Assignment and Security Agreement]

STATE OF PENNSYLVANIA )
) ss.:
COUNTY OF DELAWARE )

On the 14 day of December, 2010, before me personally came T. P. Sheehan, to me known, who being duly sworn, did depose, acknowledge and say that he/she is the V. P. + Treasurer of FOAMEX 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 such corporation.

Rosemarie Henderson
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rosemarie Henderson, Notary Public
Media Boro, Delaware County
My Commission Expires Nov. 9, 2014
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK )
) ss.:
COUNTY OF NEW YORK )

On this __ day of December, 2010, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, the national banking association 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 such entity.

_____
Notary Public

[Notary Page to Supplemental Trademark Collateral Assignment and 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: _____

Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION as Agent

By: _____

Name: Thomas A. Martin

Title: Vice President

[Signature Page to Supplemental Trademark Collateral Assignment and Security Agreement]

STATE OF PENNSYLVANIA )
) ss.:
COUNTY OF DELAWARE )

On the __ day of December, 2010, before me personally came _____, to me known, who being duly sworn, did depose, acknowledge and say that he/she is the _____ of FOAMEX 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 such corporation.

_____
Notary Public

STATE OF NEW YORK )
) ss.:
COUNTY OF NEW YORK )

On this 13 day of December, 2010, before me personally came Thomas Martin, to me known, who, being duly sworn, did depose and say, that he/~~she is~~ the VP of WELLS FARGO BANK, NATIONAL ASSOCIATION, the national banking association 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 such entity.

Maria Camacho
Notary Public

MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
Certificate Filed in New York County
My Commission Expires October 27, 2013

[Notary Page to Supplemental Trademark Collateral Assignment and Security Agreement]

EXHIBIT B
TO
SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.



TRADEMARK
REEL: 004468 FRAME: 0481

EXHIBIT C
TO
SUPPLEMENTAL 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, WELLS FARGO 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 Supplemental 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 such term is 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) and the Security Agreement is terminated in writing by Agent.



TRADEMARK
REEL: 004468 FRAME: 0482

Dated: December __, 2010

FOAMEX INNOVATIONS OPERATING COMPANY

By: _____

Name: _____

Title: _____

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

On the __ day of December, 2010, before me personally came _____, to me known, who being duly sworn, did depose, acknowledge and say that he/she is the _____ of FOAMEX 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 such corporation.

_____
Notary Public