

### 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):**

Sleep Innovations, Inc.

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

Citizenship: NJ

Execution Date(s) December 10, 2010

Additional names of conveying parties attached?  Yes  No

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

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Capital Finance, LLC

Internal  
Address:

Street Address: 12 East 49<sup>th</sup> Street

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship:
- Other: LLC Citizenship: DE

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
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

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:**

45

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140**

- 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:**

Signature

Kareem Ansley  
Name of Person Signing

December 29, 2010

Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1140.00 77066062

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Sleep Innovations, Inc.	U.S.A.	MEMORY-FLEX	2140886	03/03/1998
Sleep Innovations, Inc.	U.S.A.	LURA-TEX	2198360	10/20/1998
Sleep Innovations, Inc.	U.S.A.	SLEEP INNOVATIONS	2213871	12/29/1998
Sleep Innovations, Inc.	U.S.A.	WE PUT THE COMFORT BACK IN YOUR BED	2293137	11/16/1999
Sleep Innovations, Inc.	U.S.A.	MEGACRATE	2354111	05/30/2000
Sleep Innovations, Inc.	U.S.A.	HUGGY	2383898	09/05/2000
Sleep Innovations, Inc.	U.S.A.	ABSOLUTE COMFORT SYSTEM	2471859	07/24/2001
Sleep Innovations, Inc.	U.S.A.	NOVAFORM	2486472	09/11/2001
Sleep Innovations, Inc.	U.S.A.	DREAM PILLOW	2553247	03/26/2001
Sleep Innovations, Inc.	U.S.A.	COMFORT UNIVERSITY	2598671	07/23/2002
Sleep Innovations, Inc.	U.S.A.	PERSONAL EXPRESSIONS	2602530	07/30/2002
Sleep Innovations, Inc.	U.S.A.	TEMPSOMA	2640891	10/22/2002
Sleep Innovations, Inc.	U.S.A.	THE SCIENCE OF COMFORT	2784622	11/18/2003
Sleep Innovations, Inc.	U.S.A.	PLUSH SUPREME	2839530	05/11/2004

Sleep Innovations, Inc.	U.S.A.	THE DIFFERENCE IS UNDENIABLE	2840894	05/11/2004
Sleep Innovations, Inc.	U.S.A.	BODIFLEX	2925782	02/08/2005
Sleep Innovations, Inc.	U.S.A.	THE COMFORT OUTLET	2947442	05/10/2005
Sleep Innovations, Inc.	U.S.A.	TOUCH OF COMFORT	3000468	09/27/2005
Sleep Innovations, Inc.	U.S.A.	BODIEASE	3115073	07/11/2006
Sleep Innovations, Inc.	U.S.A.	BODIPEDIC	3137309	08/29/2006
Sleep Innovations, Inc.	U.S.A.	KOOLCOMFORT	3168814	11/07/2006
Sleep Innovations, Inc.	U.S.A.	DREAMAWAY	3194068	01/02/2007
Sleep Innovations, Inc.	U.S.A.	HEALTHY SLEEPER	3236489	05/01/2007
Sleep Innovations, Inc.	U.S.A.	COMFORT GEL	3280297	08/14/2007
Sleep Innovations, Inc.	U.S.A.	SLEEPWALKERS BY SLEEP INNOVATIONS	3332193	11/06/2007
Sleep Innovations, Inc.	U.S.A.	COOLBREEZE	3332221	11/06/2007
Sleep Innovations, Inc.	U.S.A.	SLEEP ASSURED	3332505	11/06/2007
Sleep Innovations, Inc.	U.S.A.	COMFORT PLUS	3346798	12/04/2007
Sleep Innovations, Inc.	U.S.A.	VITALIZE	3387690	02/26/2008
Sleep Innovations, Inc.	U.S.A.	COMFORTLUXE	3406005	04/01/2008
Sleep Innovations, Inc.	U.S.A.	DREAM MATTRESS	3406033	04/01/2008

Sleep Innovations, Inc.	U.S.A.	COMFORT	3407309	04/01/2008
Sleep Innovations, Inc.	U.S.A.	KOOLCOMFORT	3442318	06/03/2008
Sleep Innovations, Inc.	U.S.A.	TEMPSOMA	3495916	09/02/2008
Sleep Innovations, Inc.	U.S.A.	BODIPEDIC	3495925	09/02/2008
Sleep Innovations, Inc.	U.S.A.	ACELLA-FLEX	3504310	09/23/2008
Sleep Innovations, Inc.	U.S.A.	NUTRATEMP	3573572	02/10/2009
Sleep Innovations, Inc.	U.S.A.	NOVAFORM GRANDE ELEGANCE	3592457	03/17/2009
Sleep Innovations, Inc.	U.S.A.	SRT	3605018	04/14/2009
Sleep Innovations, Inc.	U.S.A.	ECOTEMP	3680868	09/08/2009
Sleep Innovations, Inc.	U.S.A.	SURETEMP	3871065	11/02/2010
Sleep Innovations, Inc.	U.S.A.	VENUS & MARS	77/066062	12/18/2006
Sleep Innovations, Inc.	U.S.A.	VENUS & MARS	77/066064	12/18/2006
Sleep Innovations, Inc.	U.S.A.	PERFECTEMP	77/560020	09/02/2008
Sleep Innovations, Inc.	U.S.A.	RIGHT-TEMP	77/628214	12/08/2008

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 10th day of December, 2010, by and between Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Comfort Co., Inc., a Delaware corporation ("Parent"), Sleep Innovations, Inc., a New Jersey Corporation ("Sleep"); Advanced Innovations West, L.L.C., a California limited liability company ("Advanced West"), Advanced Innovations East, L.L.C. a New Jersey limited liability company ("Advanced East"), Advanced Innovations Central, L.L.C. an Indiana limited liability company ("Advanced Central"), Advanced Urethane Technologies, Inc. a Delaware corporation ("Advanced Tech"), AUT Lebanon, Inc. a Delaware corporation ("AUT Lebanon"), AUT Newburyport, Inc. a Delaware corporation ("AUT Newburyport"), AUT West Chicago, Inc. a Delaware corporation ("AUT West"), AUT Brenham, Inc. a Delaware corporation ("AUT Brenham"), AUT Dallas, Inc. a Delaware corporation ("AUT Dallas", together with Sleep, Advanced West, Advanced East, Advanced Central, Advanced Tech, AUT Lebanon, AUT Newburyport, AUT West and AUT Brenham, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING**

**CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

SLEEP INNOVATIONS, INC.

By: *Stuart Staller*  
Name: Stuart Staller  
Title: CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 004485 FRAME: 0049

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

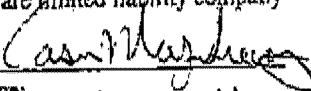
NEW GRANTOR: SLEEP INNOVATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By:   
Name: CASIMIR MAZURKIEWICZ  
Title: DIRECTOR

[Signature Page to Trademark Security Agreement]