

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
Sleep Innovations, Inc.		06/07/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Second Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85272481	CUSTOMFLEX
Serial Number:	85278442	CUSTOMWAVE
Serial Number:	85288954	STAYCOOL
Serial Number:	85122098	
Serial Number:	85122539	
Serial Number:	85122140	
Serial Number:	85111961	
Serial Number:	85070859	BODIPEDIC
Registration Number:	3819339	COMFY CLUSTERS
Serial Number:	85131146	CORE SERIES
Serial Number:	85131040	GEL PLUS
Serial Number:	85070854	
Serial Number:	85233138	
Serial Number:	77948706	NOVAFORM GEL

TRADEMARK

900193899

REEL: 004556 FRAME: 0889

OP \$490.00 85272481

Serial Number:	85112159	NOVAFORM GEL
Serial Number:	85112146	NOVAFORM GEL
Serial Number:	85083212	SLEEP INNOVATIONS
Serial Number:	85131136	SPINE SERIES
Serial Number:	85168214	THE MAT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2222
Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0285
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	06/08/2011

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of June 7, 2011 is made by Sleep Innovations, Inc., a New Jersey corporation, located at 187 Monmouth Parkway, West Long Branch, New Jersey (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558 Houston, Texas, as Administrative Agent and Second Lien Collateral Agent (in such capacities, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of March 5, 2009 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Loan Agreement"), among Borrower, the Lenders, the Agent and Comfort Co., Inc.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Loan Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2009, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States

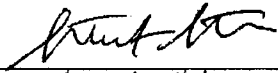
Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent and the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SLEEP INNOVATIONS, INC.

By: 
Name: Stuart Stoller
Title: COO
Date: 5/17/11

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SLEEP INNOVATIONS, INC.

By: _____
Name:
Title:
Date:


JPMORGAN CHASE BANK, N.A.
As Collateral Agent

By: Stephanie Parker
Name:
Title:
Date: Stephanie Parker
Executive Director

ACKNOWLEDGMENT OF BORROWER

STATE OF New Jersey)
) ss
COUNTY OF Monmouth)

On the 17 day of May 2011, before me personally came Stuart Stoller, who is personally known to me to be the CFO of Sleep Innovations, Inc., a New Jersey corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JANET RICHARDSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/15/2011

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
COUNTY OF New York)^{ss}

On the _____ day of May 2011, before me personally came Stephane Parker, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO8041062
My Commission Expires May 1, 2014

Margarita Torres
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	App./Reg. No.	App./Reg. Date
CUSTOMFLEX	US 85/272,481	3/21/2011
CUSTOMWAVE	US 85/278,442	3/28/2011
STAYCOOL	US 85/288,954	4/7/2011
BLUE SPECKLED MATTRESS TOPPER TRADE DRESS	85/122,098	9/2/2010
BLUE SPECKLED MATTRESS TRADE DRESS	85/122,539	9/3/2010
BLUE SPECKLED PILLOW TRADE DRESS	85/122,140	9/2/2010
BLUE-LIGHT BLUE TRADE DRESS	85/111,961	8/20/2010
BODIPEDIC & DESIGN	85/070,859	6/24/2010
COMFY CLUSTERS	3,819,339	7/13/2010
CORE SERIES	85/131,146	9/16/2010
GEL PLUS	85/131,040	9/16/2010
HOOF & HOOF PRINT DESIGN ONLY	85/070,854	6/24/2010
HOOF & HOOF PRINT DESIGN ONLY	85/233,138	02/3/2011
NOVAFORM GEL	77/948,706	3/2/2010
NOVAFORM GEL & BUBBLE DESIGN (B&W)	85/112,159	8/20/2010
NOVAFORM GEL & BUBBLE DESIGN (COLOR)	85/112,146	8/20/2010
SLEEP INNOVATIONS & DESIGN	85/083,212	7/13/2010
SPINE SERIES	85/131,136	9/16/2010
THE MAT & DESIGN	85/168,214	11/3/2010