

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
Louisville Bedding Company		11/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Business Credit Canada ULC
Street Address:	55 Standish Court, Suite 400
City:	Mississauga
State/Country:	ONTARIO
Postal Code:	L5R 4J4
Entity Type:	unlimited liability company: CANADA

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	2551016	BED SAVER
Registration Number:	2952171	BIG SHOT
Registration Number:	2687366	BIG SHOT
Registration Number:	2613680	BOOMERANG
Registration Number:	1829440	BOOMERANG
Registration Number:	2177549	BOUNCE
Registration Number:	3905068	BOUNCE
Registration Number:	3986256	DOWN CRADLE
Registration Number:	3477576	DREAMLOFT
Registration Number:	3538930	ECO-SMART
Registration Number:	3548393	ECO-SMART
Registration Number:	3768834	ECO-SMART
Registration Number:	1649144	EXPAND A GRIP
Registration Number:	3794644	EXPAND-A-GRIP

OP \$2240.00 2551016

Registration Number:	2674741	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD OF YOU. GUARANTEED.
Registration Number:	3143028	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD OF YOU. GUARANTEED
Registration Number:	3059576	EXPAND-A-GRIP SUPREME "FITS EXTRA DEEP MATTRESSES UP TO 20"
Registration Number:	3136613	EXPAND-A-GRIP ULTIMATE FITS EXTRA DEEP MATTRESSES UP TO 24"
Registration Number:	3438243	EZ TRAVEL
Registration Number:	3528022	FIRE DEFENDER
Registration Number:	3609714	FLEXIFIT
Registration Number:	3432076	FUSE-A-FOAM
Registration Number:	2301602	GREAT SLEEP
Registration Number:	3083471	GREAT SLEEP
Registration Number:	1961037	GUARD GRIP
Registration Number:	2084964	HUGS THE MATTRESS INSTEAD OF YOU
Registration Number:	2775705	LB
Registration Number:	2819715	LB LOUISVILLE BEDDING COMPANY
Registration Number:	3931845	LOFT LOGIC
Registration Number:	3931844	LOFT LOGIC
Registration Number:	3994821	LOUISVILLE BEDDING AN AMERICAN COMPANY
Registration Number:	2771694	LOUISVILLE BEDDING COMPANY
Registration Number:	3994820	LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889
Registration Number:	3086561	MATTRESS MAKEOVER
Registration Number:	2145212	MEDI-CORE
Registration Number:	2285747	MICRO CLUSTER
Registration Number:	2116608	MICRODOWN
Registration Number:	2221909	MICROGUARD
Registration Number:	2070373	OPULENCE SUPREME
Registration Number:	3030020	PERFECTLY NATURAL
Registration Number:	3287001	PLEASANT BEGINNINGS
Registration Number:	3929229	POWERLOFT
Registration Number:	3929231	POWERLOFT
Registration Number:	3929232	POWERLOFT
Registration Number:	3346165	PUREDREAMS
Registration Number:	3128010	SENSE SMART FOAM

Registration Number:	3204477	SENSESMARTFOAM
Registration Number:	3232306	SLEEPSATIONS
Registration Number:	2004976	SLEEPSATIONS
Registration Number:	2364063	SMART FOAM
Registration Number:	3761840	SMOOTH GRIP
Registration Number:	3791297	SMOOTHGRIP
Registration Number:	3402832	SNEEZE EASE
Registration Number:	3926502	SPRING LOFT
Registration Number:	2932133	THE JUMBO
Registration Number:	2362736	WONDER LOFT
Registration Number:	3427506	YOUR SILENT FIREFIGHTER
Serial Number:	77737341	ADJUSTAFIL
Serial Number:	77737351	ADJUSTAFIL
Serial Number:	77775223	BABY BOOMER
Serial Number:	85405517	BIG WASH
Serial Number:	85145455	DON'T LET THE BED BUGS BITE
Serial Number:	85145439	DON'T LET THE BED BUGS BITE
Serial Number:	85145398	DON'T LET THE BED BUGS BITE
Serial Number:	77867153	DREAM COLLECTION
Serial Number:	77867147	DREAM COLLECTION
Serial Number:	77867143	DREAM COLLECTION
Serial Number:	77780564	DREAMLOFT
Serial Number:	77754099	EARTHLOFT
Serial Number:	77754101	EARTHLOFT
Serial Number:	77754106	EARTHLOFT
Serial Number:	77741116	FIBERLOGIC
Serial Number:	77781809	LOFT LOGIC
Serial Number:	85009069	LOUISVILLE BEDDING AN AMERICAN COMPANY
Serial Number:	85008684	LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889
Serial Number:	85008768	LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889
Serial Number:	85008816	LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889
Serial Number:	77566767	MUSE - INSPIRED TO CREATE A MASTERFUL SLEEP
Serial Number:	77566773	MUSE - INSPIRED TO CREATE A MASTERFUL SLEEP
Serial Number:	77665009	ORTHOPOSTURE
Serial Number:	77664992	ORTHOPOSTURE

TRADEMARK

REEL: 004661 FRAME: 0439

	77788354	PRECISION DENSITY STORY
Serial Number:	85007634	REPLENISH
Serial Number:	85007635	REPLENISH
Serial Number:	85149783	SHAPE SOLUTIONS
Serial Number:	85142876	SLEEPSATIONS
Serial Number:	85133374	SMARTFLEX
Serial Number:	85133384	SMARTFLEX
Serial Number:	77803659	SPRING LOFT

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Susan Carlson, Faegre & Benson LLP
Address Line 1: 90 South 7th Street, Suite 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	11/16/2011

Total Attachments: 16
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of November 15, 2011, is made by and between Louisville Bedding Company, a Delaware corporation (“**Debtor**”) having a business location at the address set forth below next to its signature, and Wells Fargo Business Credit Canada ULC (“**Secured Party**”), and having a business location at the address set forth below next to its signature.

Recitals

LBC Canada Inc., a corporation organized under the laws of Canada (“**Borrower**”), and Secured Party are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the “**Canadian Credit Agreement**”) dated as of the same date as this Agreement, setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrower.

Debtor has executed a Guaranty of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”) in favor of Secured Party, which is secured by a pledge of substantially all of Debtor’s assets pursuant to that certain Security Agreement of even date herewith in favor of Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

As a condition to extending credit to or for the account of Borrower and in connection with Debtor’s execution of the Guaranty and the Security Agreement, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Canadian Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Canadian Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by

law, in the Patents and in the Trademarks to secure payment of the Obligations. As more fully set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) Patents. Exhibit A lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall, on each December 31 and July 31, provide written notice to Secured Party with a replacement Exhibit A reflecting such changes to the previously delivered Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall, on each December 31 and July 31, provide written notice to Secured Party with a replacement Exhibit B reflecting such changes to the previously delivered Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Debtor has sole title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, sole title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Security Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent. Notwithstanding the foregoing, Debtor may enter into, in the ordinary course of business, such license agreements with third parties as may be necessary or appropriate in its reasonable business judgment.

(g) Defense. Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark which it deems material to its business in its reasonable business judgment, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(k) Power of Attorney. To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained,

executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Canadian Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Canadian Credit Agreement, the Guaranty or the Security Agreement, shall occur under the Canadian Credit Agreement, the Guaranty or the Security Agreement; or (b) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Canadian Credit Agreement, the Security Agreement and the Guaranty.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute

this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature page follows

EXHIBIT A

UNITED STATES ISSUED PATENTS

U.S. Patent No.	Title	Issue Date
7,398,570	Mattress Cover with Fit Enhancing Composite End Panels	7/15/2008
5,271,112	Elastic Bed Ruffle	12/21/1993

UNITED STATES PATENT APPLICATIONS

U.S. Application No.	Title	Priority Date
12/117,903	Method of Imparting Mattress Gripping Stretchability to a Mattress Cover	10/2/2006

FOREIGN ISSUED PATENTS

None known

FOREIGN PATENT APPLICATIONS

Patent/ Application No.	Title	Priority Date
PCT/US2007/01975 9	Mattress Cover with Fit Enhancing Composite End Panels	10/2/2006
CA 2662909	Mattress Cover with Fit Enhancing Composite End Panels	10/2/2006
EP 2081472	Mattress Cover with Fit Enhancing Composite End Panels	10/2/2006

Exhibit A

TRADEMARK
REEL: 004661 FRAME: 0448

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

**Louisville Bedding Company
Registered U.S. Trademarks**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BED SAVER	2,551,016	3/19/2002
BIG SHOT	2,952,171	5/17/2005
BIG SHOT	2,687,366	2/11/2003
BOOMERANG	2,613,680	9/3/2002
BOOMERANG	1,829,440	4/5/1994
BOUNCE	2,177,549	7/28/1998
BOUNCE	3,905,068	1/11/2011
DOWN CRADLE	3,986,256	6/28/2011
DREAMLOFT	3,477,576	7/29/2008
ECO-SMART	3,538,930	11/25/2008
ECO-SMART	3,548,393	12/16/2008
ECO-SMART	3,768,834	3/30/2010
EXPAND A GRIP	1,649,144	6/25/1991
EXPAND-A-GRIP & Design	3,794,644	5/25/2010
EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD OF YOU. GUARANTEED. & Design	2,674,741	1/14/2003
EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD OF YOU. GUARANTEED & Design [side of mattress pad]	3,143,028	9/12/2006
EXPAND-A-GRIP SUPREME FITS EXTRA DEEP MATTRESSES UP TO 20" & Design [side of mattress pad]	3,059,576	2/14/2006
EXPAND-A-GRIP ULTIMATE FITS EXTRA DEEP MATTRESSES UP TO 24" & Design [side of mattress pad]	3,136,613	8/29/2006
EZ TRAVEL	3,438,243	5/27/2008
FIRE DEFENDER	3,528,022	11/4/2008

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
FLEXIFIT	3,609,714	4/21/2009
FUSE-A-FOAM	3,432,076	5/20/2008
GREAT SLEEP	2,301,602	12/21/1999
GREAT SLEEP	3,083,471	4/18/2006
GUARD GRIP	1,961,037	3/5/1996
HUGS THE MATTRESS INSTEAD OF YOU	2,084,964	7/29/1997
LB & Design	2,775,705	10/21/2003
LB LOUISVILLE BEDDING COMPANY (Stylized)	2,819,715	3/2/2004
LOFT LOGIC	3,931,845	3/15/2011
LOFT LOGIC	3,931,844	3/15/2011
LOUISVILLE BEDDING AN AMERICAN COMPANY & Design	3,994,821	7/12/2011
LOUISVILLE BEDDING COMPANY	2,771,694	10/7/2003
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & Design	3,994,820	7/12/2011
MATTRESS MAKEOVER	3,086,561	4/25/2006
MEDI-CORE	2,145,212	3/17/1998
MICRO CLUSTER	2,285,747	10/12/1999
MICRODOWN	2,116,608	11/25/1997
MICROGUARD	2,221,909	2/2/1999
OPULENCE SUPREME	2,070,373	6/10/1997
*PERFECTLY NATURAL	3,030,020	12/13/05
PLEASANT BEGINNINGS	3,287,001	8/28/2007
POWERLOFT	3,929,229	3/8/2011
POWERLOFT	3,929,231	3/8/2011
POWERLOFT	3,929,232	3/8/2011
PUREDREAMS	3,346,165	11/27/2007
SENSE SMART FOAM	3,128,010	8/8/2006
SENSESMARTFOAM	3,204,477	1/30/2007
SLEEPSATIONS	3,232,306	4/24/2007
SLEEPSATIONS (Stylized)	2,004,976	10/1/1996
SMART FOAM	2,364,063	7/4/2000
SMOOTH GRIP	3,761,840	3/16/2010
SMOOTHGRIP & Design	3,791,297	5/18/2010

Exhibit B

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SNEEZE EASE	3,402,832	3/25/2008
SPRING LOFT	3,926,502	3/1/2011
THE JUMBO	2,932,133	3/8/2005
WONDER LOFT	2,362,736	6/27/2000
YOUR SILENT FIREFIGHTER	3,427,506	5/13/2008

*Mark not in use, will be cancelled 12/13/11.

APPLICATIONS

Louisville Bedding Company
Pending U.S. Trademark Applications

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
ADJUSTAFIL	77/737,341	5/14/2009	ALLOWED
ADJUSTAFIL	77/737,351	5/14/2009	ALLOWED
BABY BOOMER	77/775,223	7/7/2009	ALLOWED
BIG WASH	85/405,517	8/24/2011	PENDING
DON'T LET THE BED BUGS BITE	85/145,455	10/5/2010	PENDING
DON'T LET THE BED BUGS BITE	85/145,439	10/5/2010	PENDING
DON'T LET THE BED BUGS BITE	85/145,398	10/5/2010	PENDING
DREAM COLLECTION	77/867,153	11/6/2009	ALLOWED
DREAM COLLECTION	77/867,147	11/6/2009	ALLOWED
DREAM COLLECTION	77/867,143	11/6/2009	ALLOWED
DREAMLOFT	77/780,564	7/14/2009	ALLOWED
EARTHLOFT	77/754,099	6/8/2009	ALLOWED
EARTHLOFT	77/754,101	6/8/2009	ALLOWED
EARTHLOFT	77/754,106	6/8/2009	ALLOWED
FIBERLOGIC	77/741,116	5/20/2009	ALLOWED
LOFT LOGIC	77/781,809	7/15/2009	ALLOWED
LOUISVILLE BEDDING AN AMERICAN COMPANY & Design	85/009,069	4/8/2010	ALLOWED
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & Design	85/008,684	4/7/2010	ALLOWED

Exhibit B

TRADEMARK
REEL: 004661 FRAME: 0451

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & Design [color]	85/008,768	4/7/2010	ALLOWED
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & Design [color]	85/008,816	4/7/2010	ALLOWED
MUSE - INSPIRED TO CREATE A MASTERFUL SLEEP	77/566,767	9/10/2008	PENDING
MUSE - INSPIRED TO CREATE A MASTERFUL SLEEP	77/566,773	9/10/2008	PENDING
ORTHOPOSTURE	77/665,009	2/6/2009	ALLOWED
ORTHOPOSTURE	77/664,992	2/6/2009	ALLOWED
PRECISION DENSITY STORY	77/788,354	7/23/2009	ALLOWED
REPLENISH	85/007,634	4/6/2010	ALLOWED
REPLENISH	85/007,635	4/6/2010	ALLOWED
SHAPE SOLUTIONS	85/149,783	10/11/2010	ALLOWED
SLEEPSATIONS	85/142,876	10/1/2010	ALLOWED
SMARTFLEX	85/133,374	9/20/2010	ALLOWED
SMARTFLEX	85/133,384	9/20/2010	ALLOWED
SPRING LOFT	77/803,659	8/13/2009	ALLOWED

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS MATERIAL TO BUSINESS

None

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

CANADA - Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BOUNCE	TMA598,829	1 /8 /2004
BOOMERANG	TMA578,485	3 /28/2003
EXPAND-A-GRIP	TMA402,264	9 /4 /1992

Exhibit B

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BED SAVER	TMA575,557	2 /12/2003
BIG SHOT	TMA667,140	7 /7 /2006
POWERLOFT	TMA598,840	1 /8 /2004
DREAM FOAM	TMA639,002	5 /3 /2005
LB & Design	TMA621,663	10/5 /2004
LB LOUISVILLE BEDDING COMPANY (Stylized)	TMA621,696	10/5 /2004
SLEEPSATIONS	TMA793,831	3 /25/2011
FLEXIFIT	TMA798,201	5 /20/2011

CHINA - Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SMART FOAM	4908149	1 /28/2009
SMART FOAM	4908148	3 /14/2009
WONDER LOFT	4836959	1 /14/2009
BOUNCE	4908134	1 /21/2009
EXPAND A GRIP	4836971	9 /7 /2010
POWER LOFT	4836960	1 /14/2009
BOOMERANG	4908135	1 /28/2009
BED SAVER	4836974	3 /7 /2009
BIG SHOT	4836973	1 /14/2009
LOUISVILLE BEDDING COMPANY	4836964	1 /28/2009
LOUISVILLE BEDDING COMPANY	4836963	11/14/2010

Exhibit B

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
LOUISVILLE BEDDING COMPANY	4836962	11/28/2010
DREAM FOAM	4908133	1 /28/2009
LB & Design	4836967	1 /14/2009
LB & Design	4836966	4 /14/2009
LB & Design	4836965	4 /14/2009
LB LOUISVILLE BEDDING COMPANY (Stylized)	4836970	1 /28/2009
LB LOUISVILLE BEDDING COMPANY (Stylized)	4836969	11/14/2010
LB LOUISVILLE BEDDING COMPANY (Stylized)	4836968	11/28/2010
THERA-FOAM	4908146	3 /14/2009
THE JUMBO	4908147	1 /28/2009
MATTRESS MAKEOVER	4836961	4 /14/2009
DREAMLOFT	4908132	1 /21/2009
DREAMLOFT	4908131	5 /7 /2009
EXPAND-A-GRIP ULTIMATE & Design	4842696	8 /21/2010
SLEEPSATIONS	4908151	1 /28/2009
SLEEPSATIONS	4908150	3 /14/2009
肯得贝 [Kentucky Bedding in Chinese]	5852166	11/7 /2009
肯得贝 [Kentucky Bedding in Chinese]	5852165	1 /21/2010

JAPAN - Registrations

Exhibit B

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
EXPAND-A-GRIP	3077223	9/29/1995

MEXICO - Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION EFFECTIVE DATE
EXPAND-A-GRIP	204810	7/8/1994
FLEXFIT	996489	3/19/2009

APPLICATIONS

CANADA - Applications

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
BABY BOOMER	1444215	7 /9 /2009	Allowed
BOUNCE	1439877	6 /1 /2009	Allowed
CRASH 101*	1417294	11/6/2008	Allowed
DON'T LET THE BED BUGS BITE	1500127	10/18/2010	Allowed
DOWN CRADLE	1438962	5 /22/2009	Allowed
DREAMLOFT	1446579	7 /30/2009	Allowed
EARTHLOFT	1441370	6 /12/2009	Allowed
EXPAND A GRIP & DESIGN	1435253	4 /21/2009	Allowed
EXPAND-A-LOFT	1449482	8/25/2009	Allowed
FLEX-A-GRIP	1448085	8 /12/2009	Allowed
GETTING A GOOD NIGHT'S SLEEP IS NOT PRETTY	1423202	12/29/2008	Allowed
IT'S GOOD TO GO HOME	1449483	8 /25/2009	Allowed
LOFT LOGIC	1448088	8 /12/2009	Allowed
LOFTOLOGY	1444216	7 /9 /2009	Allowed
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & DESIGN	1476730	4 /13/2010	Allowed

Exhibit B

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
LOUISVILLE BEDDING IMPROVING SLEEP SINCE 1889 & DESIGN (COLOUR)	1476731	4 /13/2010	Allowed
ORTHOPOSTURE	1445409	7 /21/2009	Allowed
POWERLOFT	1440212	6 /3 /2009	Allowed
PRECISION DENSITY STORY	1448089	8 /12/2009	Allowed
PROTECT-&-GRIP	1445095	7 /17/2009	Allowed
REPLENISH	1481853	5 /20/2010	Allowed
SHAPE SOLUTIONS	1500126	10/18/2010	Allowed
SLEEPSATIONS	1498089	10/1 /2010	Allowed
SMARTFLEX	1500121	10/18/2010	Allowed
SMOOTH GRIP	1432902	3 /30/2009	Allowed
SMOOTH GRIP & DESIGN	1435254	4 /21/2009	Allowed
SPRING LOFT	1448522	8 /18/2009	Allowed
TOUCH IT	1432283	3/25/2009	Allowed

CHINA – Applications

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
SLEEPSATIONS	8720199	10/8/2010	Pending

Exhibit B