

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.		11/08/2011	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: 4			
Property Type	Number	Word Mark	
Serial Number:	85376606	THE MAT	
Serial Number:	85312951		
Serial Number:	85312956		
Serial Number:	85316052	NUTRAFRESH	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$1115.00 85376606

900207560

TRADEMARK
REEL: 004663 FRAME: 0580

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	11/18/2011
Total Attachments: 7 source=SlplnnT1#page1.tif source=SlplnnT1#page2.tif source=SlplnnT1#page3.tif source=SlplnnT1#page4.tif source=SlplnnT1#page5.tif source=SlplnnT1#page6.tif source=SlplnnT1#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of November 8, 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;

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: Stuart Stoller
Name: Stuart Stoller
Title: CEO
Date:

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 COLLATERAL AGENT

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

On the 7th day of November 2011, before me personally came Stephanie 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. 01TO6041062
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
MAT & BROWN	85/376,606	7/20/2011
CAT PAW PRINT DESIGN ONLY	85/312,951	5/5/2011
DOG PAW PRINT DESIGN ONLY	85/312,956	5/5/2011
NUTRAFRESH	85/316,052	5/9/2011