

**SUPPLEMENTAL SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

<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.	CRASH PAD & DESIGN	85/488,661	12/6/2011
Sleep Innovations, Inc.	U.S.A.	CAT PAW PRINT DESIGN ONLY	85/312,951	5/5/2011
Sleep Innovations, Inc.	U.S.A.	CUSTOMFLEX	85/272,481	3/21/2011
Sleep Innovations, Inc.	U.S.A.	CUSTOMWAVE	85/278,442	3/28/2011
Sleep Innovations, Inc.	U.S.A.	DOG PAW PRINT DESIGN ONLY	85/312,956	5/5/2011
Sleep Innovations, Inc.	U.S.A.	NOVOFORM GEL	3,967,388	5/24/2011
Sleep Innovations, Inc.	U.S.A.	NUTRAFRESH	85/316,052	5/9/2011
Sleep Innovations, Inc.	U.S.A.	MAT & BROWN LOGO	85/376,606	7/20/2011
Sleep Innovations, Inc.	U.S.A.	STAYCOOL	85/288,954	3/7/2011

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), effective as of March 7, 2012, is entered into by and between SLEEP INNOVATIONS, INC., a New Jersey corporation, located at 187 Monmouth Parkway, West Long Branch, New Jersey 07764 (the "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lender Group and the Bank Product Providers (each as defined in the Credit Agreement referred to below), with an address at 100 Park Avenue, 14th Floor, New York, NY 10017 (formerly 12 East 49th Street, New York, New York 10017).

WITNESSETH:

WHEREAS, the Grantor and certain affiliates of Grantor that are, together with Grantor, party to the Credit Agreement referred to below as Borrowers, and Agent have previously entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) have made and may make Advances and provide other financial accommodations to Borrowers as set forth in the Credit Agreement, dated as of December 10, 2010, by and among Borrowers, Guarantors, Agent and Lenders, as amended by Amendment No. 1 to Credit Agreement, dated as of November 30, 2011 (as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced the "Credit Agreement"), and the other Loan Documents (as defined in the Credit Agreement); and

WHEREAS, as security for the Secured Obligations, Grantor previously entered into and executed with and in favor of Agent a certain Trademark Security Agreement, dated as of December 10, 2010 (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 25, 2011, at Reel/Frame 4485/0041, pursuant to which the Grantor granted to the Agent a Security Interest in and to the Trademark Collateral; and

WHEREAS, Grantor has acquired additional Trademarks subsequent to the execution and filing of the Trademark Security Agreement; and

WHEREAS, in accordance with Section 5 of the Trademark Security Agreement, Grantor and Agent are entering into this Amendment in order to ratify, confirm and further evidence Grantor's grant to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, of a Security Interest in and to such additional Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent, the Lender Group and the Bank Product Providers to make Advances and other financial accommodations to the Grantor pursuant to the Credit

Agreement, the Grantor agrees, for the benefit of the Agent, the Lender Group and the Bank Product Providers, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement and the Trademark Security Agreement.

SECTION 2 Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement (the "Original Schedule I") is hereby amended by adding thereto the Trademarks and Trademark Intellectual Property Licenses (herein referred to as the "Additional Trademark Collateral") which are set forth on Supplemental Schedule I attached to this Amendment ("Supplemental Schedule I").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended to include, in addition and not in limitation, the Trademarks constituting Additional Trademark Collateral.

SECTION 3 Grant of Security Interest. The Grantor hereby ratifies, confirms, reaffirms and restates its prior grant, pursuant to both the Security Agreement and the Trademark Security Agreement, of a continuing Security Interest in, and pledge of, all of the Grantor's right, title and interest in, to and under (a) all Trademark Collateral described on Original Schedule I and (b) all Additional Trademark Collateral described on Supplemental Schedule I appended to this Amendment, to the Agent, for the benefit of the Agent, the Lender Group and the Bank Product Providers to secure payment, performance and observance of the Secured Obligations.

SECTION 4 Purpose. This Amendment has been executed and delivered by the Grantor for the purpose of recording the grant of Security Interest in the Additional Trademark Collateral described on Supplemental Schedule I appended to this Amendment with the United States Patent and Trademark Office. The Security Interest which is ratified, confirmed, restated, reaffirmed and granted hereby has been granted to the Agent, for the benefit of the Agent, the Lender Group and the Bank Product Providers in connection with the Security Agreement and the Trademark Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 5 Effect of this Amendment. Except as expressly amended pursuant hereto, no other amendments, modifications or supplements to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof.

SECTION 6 Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

SECTION 7 Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 8 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent, for the benefit of the Agent, the Lender Group and the Bank Product Providers, with respect to the Security Interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Security 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 Amendment and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 9 Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

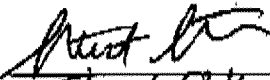
SECTION 10 Jurisdiction. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS OF SUCH STATE).

SECTION 11 Governing Law. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT 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 THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE AGENT AND THE 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 11.


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IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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., as the Grantor

By: 
Name: Stuart Speller
Title: CEO

WELLS FARGO CAPITAL FINANCE, LLC
as the Agent

By: 
Name: Sang Kim
Title: Vice President

[Signature page to Amendment No. 1 to Trademark Security Agreement]

SUPPLEMENTAL SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations and
Trademark Licenses

[See attached.]

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