

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Sleep Innovations, Inc.		02/23/2012	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85488661	CRASH PAD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, 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:	509265/1315		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/mml/		

CH \$40.00 85488661

Date:

04/24/2012

**Total Attachments: 7**

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**GRANT OF  
SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS ("Agreement"), effective as of February 23, 2012 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.

**WITNESSETH:**

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 Patents; 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, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Loan Agreement, 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, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks and Patents (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 and is expressly subject to the terms and conditions thereof. 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: CEO

JPMORGAN CHASE BANK, N.A.  
as Agent for the Lenders

By: *Marina Levin*  
Name: *MARINA LEVIN*  
Title: *Executive Director*

ACKNOWLEDGMENT OF BORROWER

STATE OF )  
 ) ss  
COUNTY OF )

On the 23<sup>rd</sup> day of March, 2012, before me personally came STUART Stoller  
CFD, who is personally known to me to be the CFD of  
Sleep Innovations, Inc., a New Jersey corporation; who, being duly sworn, did depose and say  
that ~~she~~he is the CFD 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  
KERRI ANN NEMETH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 5, 2013

(PLACE STAMP AND SEAL ABOVE)





**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>App. No.</b>
CRASH PAD & DESIGN	85/488,661

**U.S. Patents and Patent Applications**

<b>Patent</b>	<b>App. No.</b>
Bedding Product Having Phase Change Material	13/363,876
Inflatable Foam Pillow and Methods of Making and Using the Same	13/370,779