

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP Morgan Europe Limited		08/31/2012	Limited Company:
RECEIVING PARTY DATA			
Name:	Vitafoam Incorporated		
Street Address:	2215 Shore Street		
City:	High Point		
State/Country:	NORTH CAROLINA		
Postal Code:	27263		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3585598	ENVITA	
Registration Number:	3582417	VITASAFE	
Serial Number:	77383188	SOFT EMBRACE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mprunella@cgsh.com		
Correspondent Name:	Megan Prunella, Esq.		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Steen & Hamilton LLP		
Address Line 4:	New York, NEW YORK 10006		
NAME OF SUBMITTER:	Megan Prunella		
Signature:	/Megan Prunella/		

OP \$90.00 3585598

Date:

08/31/2012

Total Attachments: 5

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TRADEMARK RELEASE AGREEMENT

(Trademarks, Trademark Applications)

This Trademark Release Agreement (“**Trademark Release Agreement**”) is made on August 31, 2012 by and between Vitafoam Incorporated, as grantor (the “**Grantor**”) and J.P. Morgan Europe Limited, as security agent (the “**Security Agent**”) for the Secured Parties referred to and defined in the Security Agreement (as defined below). Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Security Agreement or the Senior Facilities Agreement (as defined below), as applicable.

WHEREAS, the Grantor, Vita Cayman II Limited, J.P. Morgan Europe Limited, as Agent and as Security Agent and the persons named as Lenders, among others, are parties to a Senior Facilities Agreement dated as of April 23, 2009 (as amended and/or supplemented from time to time, the “**Senior Facilities Agreement**”);

WHEREAS, the Grantor, British Vita (US) Inc., Vita Advanced Foam Products, Inc. and the Security Agent entered into a security agreement dated April 23, 2009 (as amended and/or amended and restated from time to time, the “**Security Agreement**”) to support the obligations of the obligors under the Senior Facilities Agreement;

WHEREAS, the Grantor executed the Trademark Short-Form Security Agreement dated April 23, 2009 (the “**Trademark Security Agreement**”), which, together with the Security Agreement, granted a security interest in each of the trademarks and trademark applications set forth on Exhibit I attached hereto (the “**Trademarks**”);

WHEREAS, the security interest granted to the Security Agent was recorded at the United States Patent and Trademark Office on May 8, 2009 at Reel 3984 and Frame 0380;

WHEREAS, pursuant to the Asset Purchase Agreement dated August 31, 2012 (the “**Purchase Agreement**”) between the Grantor, as seller, and V&W Acquisition LLC, as buyer, the Grantor has sold, among other things, the Grantor’s rights, title and interest in the Trademarks, which sale is a Permitted Disposal under the Senior Facilities Agreement; and

WHEREAS, pursuant to the Security Agreement, and by extension, the Trademark Security Agreement, any liens on assets of the Grantor shall be automatically released following the consummation of the sale contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent, on behalf of the Secured Parties, hereby terminates and releases to the Grantor without limitation, free from the security interest granted to the Security Agent under the Security Agreement and the Trademark Security Agreement, all mortgages, liens, and security interests granted in the following (to the extent a Purchased Asset under the Purchase Agreement):

1. all of the Grantor's Trademarks to which the Grantor has rights, including those referred to on Exhibit I attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
3. all rights and benefits of the Grantor under any trademark license; and
4. all proceeds and revenues of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of any Trademark or for injury to the goodwill associated with any Trademark.

The Security Agent hereby irrevocably appoints the Grantor and any officer or agent thereof to file this Trademark Release Agreement with United States Patent and Trademark Office with respect to the Trademarks, and shall provide the Grantor with all necessary and reasonable cooperation associated therewith.

The Security Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Trademark Release Agreement and the Grantor's right, title, and interest in or to the Trademarks.

This Trademark Release Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Release Agreement by signing and delivering one or more counterparts.

[Signatures on following page]

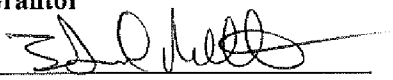
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Release Agreement as of the day and year first above written.

J.P. MORGAN EUROPE LIMITED,
as Security Agent

By: _____

Name:
Title:

VITAFOAM INCORPORATED
as Grantor

By:  _____

Name: John David Meltham
Title: President and CEO

Signature for Trademark Release Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Release Agreement as of the day and year first above written.

J.P. MORGAN EUROPE LIMITED,
as Security Agent

VITAFOAM INCORPORATED
as Grantor

By: RP Gildea

By: _____

Name: RICHARD GILDEA
Title: Managing Director

Name:
Title:

EXHIBIT I
TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date
ENVITA & Design	77/383108	3585598	3/10/2009
VITASAFE	77/382923	3582417	3/3/2009
SOFT EMBRACE	77/383188		Notice of Allowance – 3/24/2009