

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
Wells Fargo Capital Finance, LLC, as Agent		11/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sleep Innovations, Inc.
Street Address:	187 Route 36
Internal Address:	Suite 101
City:	West Long Branch
State/Country:	NEW JERSEY
Postal Code:	07764
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2140886	MEMORY-FLEX
Registration Number:	2198360	LURA-TEX
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2354111	MEGACRATE
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	2486472	NOVAFORM
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2598671	COMFORT UNIVERSITY
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	2640891	TEMPSOMA
Registration Number:	2784622	THE SCIENCE OF COMFORT
Registration Number:	3115073	BODIEASE

OP \$1215.00 2140886

Registration Number:	3137309	BODIPEDIC
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	3194068	DREAMAWAY
Registration Number:	3236489	HEALTHY SLEEPER
Registration Number:	3280297	COMFORT GEL
Registration Number:	3332193	SLEEPWALKERS BY SLEEP INNOVATIONS
Registration Number:	3332221	COOLBREEZE
Registration Number:	3332505	SLEEP ASSURED
Registration Number:	3346798	COMFORT PLUS
Registration Number:	3387690	VITALIZE
Registration Number:	3406005	COMFORTLUXE
Registration Number:	3406033	DREAM MATTRESS
Registration Number:	3407309	COMFÔRT
Registration Number:	3442318	KOOLCOMFORT
Registration Number:	3495916	TEMPSOMA
Registration Number:	3495925	BODIPEDIC
Registration Number:	3504310	ACELLA-FLEX
Registration Number:	3573572	NUTRATEMP
Registration Number:	3592457	NOVAFORM GRANDE ELEGANCE
Registration Number:	3605018	SRT
Registration Number:	3680868	ECOTEMP
Registration Number:	3871065	SURETEMP
Serial Number:	77066062	VENUS & MARS
Serial Number:	77066064	VENUS & MARS
Serial Number:	77560020	PERFECTEMP
Serial Number:	77628214	RIGHT-TEMP
Serial Number:	85488661	CRASH PAD
Serial Number:	85312951	
Serial Number:	85272481	CUSTOMFLEX
Serial Number:	85278442	CUSTOMWAVE
Serial Number:	85312956	
Registration Number:	3967388	NOVAFORM GEL
Serial Number:	85316052	NUTRAFRESH
Serial Number:	85376606	THE MAT
Serial Number:	85288954	STAYCOOL

TRADEMARK

REEL: 004903 FRAME: 0133

Fax Number: 3128637827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-201-3927

Email: vandy.fitzpatrick@goldbergekohn.com

Correspondent Name: Vandy F. Fitzpatrick, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.331
NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/vandy f. fitzpatrick/
Date:	11/19/2012

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as Agent (herein referred to as the "Secured Party") under the Trademark Security Agreement, dated as of 10th day of December, 2010, executed by and between SLEEP INNOVATIONS, INC., a New Jersey corporation ("Grantor"), and the Secured Party, as amended by Amendment No. 1 to Trademark Security Agreement, dated as of March 7, 2012 (as so amended, the "Security Agreement"), and Grantor.

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Secured Party a security interest in all of Grantor's trademarks, service marks, trademark registrations and applications therefor, including any good will associated therewith, and all other Trademark Collateral (as defined in the Security Agreement), including, without limitation, those trademarks and trademark applications identified on the Schedule A attached hereto (collectively, the "Pledged Trademark Collateral").


FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, (i) Secured Party hereby, without representation, warranty or recourse of any kind, nature or description, RELEASES and DISCHARGES the Pledged Trademark Collateral from all security interests and liens held by Secured Party, including without limitation those security interests and liens granted to Secured Party pursuant to the Security Agreement and recorded with the United States Patent and Trademark Office on February 25, 2011, at Reel 004485, at Frame 0041, as amended by Amendment No. 1 to Trademark Security Agreement, dated as of March 7, 2012, and recorded with the United States Patent and Trademark Office on March 16, 2012, at Reel 004738, at Frame 0782, and (ii) the Secured Party and Grantor hereby terminate the Security Agreement.

Secured Party hereby acknowledges and agrees that it has no right, title or interest in, to or under any of the Pledged Trademark Collateral. Secured Party further agrees to perform, at Grantor's cost and expense, all acts reasonably necessary to effect the termination of the Security Agreement and the release of its security interest in the Pledged Trademark Collateral, including, but not limited to, the recording, filing and entering into of any agreements, documents, forms or papers need to accomplish such termination and release. The Secured Party authorizes and requests that the Commissioner of Patents and Trademarks record and note the existence of the termination and release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Secured Party and Grantor has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the ___ day of November, 2012.

WELLS FARGO CAPITAL FINANCE, LLC, as Agent

By: 

Title: Vice President

SLEEP INNOVATIONS, INC

By: _____

Title: _____

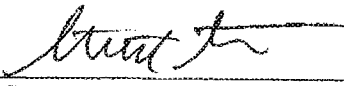
IN WITNESS WHEREOF, each of Secured Party and Grantor has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the ___ day of November, 2012.

WELLS FARGO CAPITAL FINANCE, LLC, as Agent

By: _____

Title: _____

SLEEP INNOVATIONS, INC

By:  _____

Name: Stuart Stoller

Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

SCHEDULE A

TO

RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Sleep Innovations, Inc.	U.S.A.	MEMORY-FLEX	2140886	3/3/1998
Sleep Innovations, Inc.	U.S.A.	LURA-TEX	2198360	10/20/1998
Sleep Innovations, Inc.	U.S.A.	SLEEP INNOVATIONS	2213871	12/29/1998
Sleep Innovations, Inc.	U.S.A.	WE PUT THE COMFORT BACK IN YOUR BED	2293137	11/16/1999
Sleep Innovations, Inc.	U.S.A.	MEGACRATE	2354111	5/30/2000
Sleep Innovations, Inc.	U.S.A.	ABSOLUTE COMFORT SYSTEM	2471859	7/24/2001
Sleep Innovations, Inc.	U.S.A.	NOVAFORM	2486472	9/11/2001
Sleep Innovations, Inc.	U.S.A.	DREAM PILLOW	2553247	3/26/2002
Sleep Innovations, Inc.	U.S.A.	COMFORT UNIVERSITY	2598671	7/23/2002
Sleep Innovations, Inc.	U.S.A.	PERSONAL EXPRESSIONS	2602530	7/30/2002
Sleep Innovations, Inc.	U.S.A.	TEMPSOMA	2640891	10/22/2002
Sleep Innovations, Inc.	U.S.A.	THE SCIENCE OF COMFORT	2784622	11/18/2003
Sleep Innovations, Inc.	U.S.A.	BODIEASE	3115073	7/11/2006
Sleep Innovations, Inc.	U.S.A.	BODIPEDIC	3137309	8/29/2006
Sleep Innovations, Inc.	U.S.A.	KOOLCOMFORT	3168814	11/7/2006
Sleep Innovations, Inc.	U.S.A.	DREAMAWAY	3194068	1/2/2007
Sleep Innovations, Inc.	U.S.A.	HEALTHY SLEEPER	3236489	5/1/2007
Sleep Innovations, Inc.	U.S.A.	COMFORT GEL	3280297	8/14/2007
Sleep Innovations, Inc.	U.S.A.	SLEEPWALKERS BY SLEEP INNOVATIONS	3332193	11/6/2007

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Sleep Innovations, Inc.	U.S.A.	COOLBREEZE	3332221	11/6/2007
Sleep Innovations, Inc.	U.S.A.	SLEEP ASSURED	3332505	11/6/2007
Sleep Innovations, Inc.	U.S.A.	COMFORT PLUS	3346798	12/4/2007
Sleep Innovations, Inc.	U.S.A.	VITALIZE	3387690	2/26/2008
Sleep Innovations, Inc.	U.S.A.	COMFORTLUXE	3406005	4/1/2008
Sleep Innovations, Inc.	U.S.A.	DREAM MATTRESS	3406033	4/1/2008
Sleep Innovations, Inc.	U.S.A.	COMFORT	3407309	4/1/2008
Sleep Innovations, Inc.	U.S.A.	KOOLCOMFORT	3442318	6/3/2008
Sleep Innovations, Inc.	U.S.A.	TEMPSOMA	3495916	9/2/2008
Sleep Innovations, Inc.	U.S.A.	BODIPEDIC	3495925	9/2/2008
Sleep Innovations, Inc.	U.S.A.	ACELLA-FLEX	3504310	9/23/2008
Sleep Innovations, Inc.	U.S.A.	NUTRATEMP	3573572	2/10/2009
Sleep Innovations, Inc.	U.S.A.	NOVAFORM GRANDE ELEGANCE	3592457	3/17/2009
Sleep Innovations, Inc.	U.S.A.	SRT	3605018	4/14/2009
Sleep Innovations, Inc.	U.S.A.	ECOTEMP	3680868	9/8/2009
Sleep Innovations, Inc.	U.S.A.	SURETEMP	3871065	11/2/2010
Sleep Innovations, Inc.	U.S.A.	VENUS & MARS	77/066062	12/18/2006
Sleep Innovations, Inc.	U.S.A.	VENUS & MARS	77/066064	12/18/2006
Sleep Innovations, Inc.	U.S.A.	PERFECTEMP	77/560020	9/2/2008
Sleep Innovations, Inc.	U.S.A.	RIGHT-TEMP	77/628214	12/8/2008
Sleep Innovations, Inc.	U.S.A.	CRASH PAD & DESIGN	85/488661	12/6/2011
Sleep Innovations, Inc.	U.S.A.	CATPAW PRINT DESIGN ONLY	85/312951	5/5/2011
Sleep Innovations, Inc.	U.S.A.	CUSTOMFLEX	85/272481	3/21/2011
Sleep Innovations, Inc.	U.S.A.	CUSTOMWAVE	85/278442	3/28/2011
Sleep Innovations, Inc.	U.S.A.	DOG PAW PRINT DESIGN ONLY	85/312956	5/5/2011

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Sleep Innovations, Inc.	U.S.A.	NOVOFORM GEL	3967388	5/24/2011
Sleep Innovations, Inc.	U.S.A.	NUTRAFRESH	85/316052	5/9/2011
Sleep Innovations, Inc.	U.S.A.	THE MAT & BROWN LOGO	85/376606	7/20/2011
Sleep Innovations, Inc.	U.S.A.	STAYCOOL	85/288954	3/7/2011