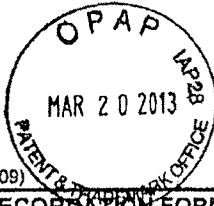


05/20/2013



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Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Bank of America, N.A., as Domestic Collateral Agent

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank  
Citizenship (see guidelines) North Carolina  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Tempur-Pedic Management, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 100 Tempur Way  
City: Lexington  
State: Kentucky  
Country: U.S.A.      Zip: 40511  
 Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship DE  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :  
Execution Date(s) March 18, 2013  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Lien on Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2950226  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: Thomas Fahey  
Internal Address: National Corporate Research, Ltd.  
Street Address: 1100 G Street, N.W., Suite 420  
City: Washington  
State: DC      Zip: 20005  
Phone Number: (202) 370-4761  
Fax Number: (800) 494-7512  
Email Address: tfahay@nationalcorp.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_  
Signature: Sonya Jackman  
Date: 05/21/2013  
Name of Person Signing: Sonya Jackman  
Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

COPY

TRADEMARK  
REEL: 005039 FRAME: 0078

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 18, 2013 ("Release"), is made by **BANK OF AMERICA, N.A.**, as Domestic Collateral Agent ("Collateral Agent") in favor of **TEMPUR-PEDIC MANAGEMENT, LLC**, a Delaware limited liability company (formerly known as **TEMPUR-PEDIC MANAGEMENT, INC.**, a Delaware corporation, successor-in-interest to **DAWN SLEEP TECHNOLOGIES, INC.**, a Delaware corporation) ("Grantor").

**WHEREAS**, pursuant to that certain Domestic Security Agreement dated as of October 18, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Original Security Agreement"), and/or that certain Amended and Restated Domestic Security Agreement dated as of June 28, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Restated Security Agreement"), each by and among the Grantor, Collateral Agent, and other parties thereto (the Original Security Agreement and the Restated Security Agreement, collectively, the "Security Agreements"), Grantor granted to the Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing; and

**WHEREAS**, pursuant to the Security Agreements, Grantor executed and delivered to Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of October 18, 2005 and recorded at the United States Patent and Trademark Office ("USPTO") on November 15, 2005 at Reel 3194 Frame 0204 ("Notice").

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreements or Notices, as applicable.

**SECTION 2. Termination and Release.** Collateral Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all of the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Original Security Agreement and/or Restated Security Agreement;

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense; and

(c) at Grantor's expense, agrees to take all further actions, and provide to Grantor, its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), in each case reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

**BANK OF AMERICA, N.A.**, as Domestic Collateral Agent

By:

Laura Call

Name: Laura Call

Title: Assistant Vice President

TEMPUR-PEDIC  
AS SUCCESSOR IN INTEREST TO  
DAWN SLEEP TECHNOLOGIES  
TRADEMARK TERMINATION

**TRADEMARK**  
**REEL: 005039 FRAME: 0080**

Schedule A

U.S. Trademark Subject to Security Interest  
Granted by Dawn Sleep Technologies, Inc.  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded November 15, 2005 at Reel 3194 Frame 0204

Registered Mark

Mark	Registration No.	Registration Date
CURVANA	2950226	05/10/05

TR11833561v4