

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FXI, Inc.		11/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	9th Floor East Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 97			
Property Type	Number	Word Mark	
Registration Number:	4704304	A DEGREE OF DIFFERENCE	
Registration Number:	0959603	ACQUELL	
Registration Number:	3909263	ADAPTWO	
Registration Number:	2827617	AEROFONIC	
Registration Number:	4018298	AERUS	
Registration Number:	3944296	AERUS NATURAL	
Registration Number:	4704305	AMBIESSENCE	
Registration Number:	4090119	ANATOMIC GLOBAL	
Registration Number:	4298167	ANEW	
Registration Number:	2158721	AQUAZONE	
Registration Number:	4060144	AQUAZONE WIPE DRY	
Registration Number:	3991178	AQUAZONE WIPEDRY	
Registration Number:	4694029	BIOS	
Registration Number:	2059944	BLACK DIAMOND	
Registration Number:	3857293	BODYZONE	
Registration Number:	3928929	BODYZONE	
Registration Number:	2902439	BODYZONE	
Registration Number:	4366075	BREATHE BETTER	

CH \$2440.00 4704304

Property Type	Number	Word Mark
Registration Number:	2979009	CELLULEX
Registration Number:	4812028	CELLULEX
Registration Number:	4344253	CLIMATE FLOW
Registration Number:	1926941	CUSTOMFIT
Registration Number:	4756197	DREAM REST
Registration Number:	1456545	DRI-FAST
Registration Number:	3839659	ECOMEMORY FOAM
Registration Number:	3028433	ELECTRELL
Registration Number:	3115393	ELECTROCELL
Registration Number:	3280981	ENERGIA
Registration Number:	3800990	ENERGY RESTORED
Registration Number:	3945593	ENVIROEAVES
Registration Number:	1360538	EVA-DRI
Registration Number:	3935599	FLAMEOUT
Registration Number:	3766852	FOAMEX INNOVATIONS
Registration Number:	3770620	FOAMEX INNOVATIONS
Registration Number:	3770621	FOAMEX INNOVATIONS
Registration Number:	3581557	FOLD-N-GO
Registration Number:	3696658	FXI
Registration Number:	3696674	FXI
Registration Number:	3691171	FXI
Registration Number:	3840968	FXI
Registration Number:	1206771	GFI
Registration Number:	1206770	GFI
Registration Number:	3195077	GOOD FOR YOU. GOOD FOR THE GLOBE.
Registration Number:	3838775	GREEN BLEND
Registration Number:	4359966	GUTTERCLEAR 365
Registration Number:	1570939	HYFONIC I
Registration Number:	3027215	LEAF DEFIER
Registration Number:	2063085	LUXURYBOND
Serial Number:	85898762	MAXPERM
Registration Number:	4415247	MEMGEL
Serial Number:	86200289	MEMGEL LITE
Registration Number:	4676418	MEMGEL SWIRL
Registration Number:	4731752	MEMORY LANE
Registration Number:	2577938	PASSION
Registration Number:	4075220	PEST DEFIER
Registration Number:	2738990	PILLOWFLEX

Property Type	Number	Word Mark
Registration Number:	1016884	PROTECTAIR
Registration Number:	4013159	PURE7SERIES
Registration Number:	4404657	PUZZLE
Registration Number:	0928907	PYRELL
Registration Number:	1394867	PYROCUSHION
Registration Number:	2539702	QUILTFLEX
Registration Number:	2703026	QYLITE
Registration Number:	4049903	RAIN FILTER GREEN GUTTER FILTRATION
Registration Number:	2129337	REFLEX
Registration Number:	2849196	REFLEX
Registration Number:	3051574	REFLEX BOUNCE
Registration Number:	2508035	REFLEX CORE
Registration Number:	2483503	REFLEX HR
Registration Number:	2974446	REFLEX MEMORY
Registration Number:	2795085	REFLEX MR
Registration Number:	3495856	REFLEX NATURAL
Registration Number:	2883248	REFLEX PLUS
Registration Number:	2887806	REFLEX PLUS
Registration Number:	2505496	REFLEX WRAP
Registration Number:	4401431	REJUVIGEL
Registration Number:	2626728	SENSUS
Registration Number:	2091360	SHAPING THINGS TO COME
Registration Number:	1151039	SIF
Registration Number:	1676775	SIF FELT
Registration Number:	4418896	SLEEP CREATIONS
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	2688809	SMOOTHBOND
Registration Number:	2027420	SMT
Registration Number:	3274092	SMT
Registration Number:	2595217	SPECTROSEAL
Registration Number:	2658043	SPECTROSEAL
Registration Number:	2478263	SPECTRUM
Registration Number:	2402718	SPILLTRAP
Registration Number:	3938025	SUNBURST
Registration Number:	3940952	SURE FORM
Registration Number:	3527991	SUREFILL
Registration Number:	3794893	SUSTAINABLE GLOBAL COMFORT
Registration Number:	4589678	VALEO

Property Type	Number	Word Mark
Registration Number:	1022669	VELVE
Registration Number:	4187220	VENUS
Registration Number:	3550675	WHISPEX

CORRESPONDENCE DATA

Fax Number: 4045228409

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

Phone: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3678-61
NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	12/02/2015

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 25th day of November, 2015, between **FXI, INC.**, a Delaware corporation having its principal place of business at Rose Tree Corporate Center II, 1400 North Providence Road, Suite 2000, Media, Pennsylvania 19063-2076 ("Company"), and **SUNTRUST BANK**, a Georgia banking corporation, in its capacity as agent for the Lenders (as hereinafter defined), having an office at 3333 Peachtree Road, 9th Floor East Tower, Atlanta, Georgia 30326 (together with its successors in such capacity, "Agent").

Recitals:

Borrowers (as hereinafter defined) desire to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Company, certain Affiliates of Company that may join the Credit Agreement as a borrower after the date hereof (collectively with Company, "Borrowers"), Agent, Lenders and the other parties thereto.

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Credit Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) the entire right, title and interest of Company in and to all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights corresponding thereto throughout the world, and (iv) the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents, covenants and warrants to Agent that:

(a) Each of the Trademarks material to the operations of Company is subsisting and has not been adjudged invalid or unenforceable;

(b) Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens other than Permitted Encumbrances;

(c) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(d) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(e) Company has the unqualified right to enter into this Agreement and perform its terms;

(f) Each of the Trademarks material to the operations of Company is valid and enforceable;

(g) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except Permitted Encumbrances and licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons;

(h) Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks material to the operations of Company, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark material to the operations of Company as required by applicable law to maintain the registration thereof without loss of protection therefor;

(i) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect;

(j) Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent;

(k) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor; and

(l) A list of former Liens that were recorded against certain Trademarks with the United States Patent and Trademark Office are listed on Exhibit B hereto (the "Former Lien Filings"). None of the Former Lien Filings secure any indebtedness owed by any Borrower and all of the Trademarks subject to the Former Lien Filings were acquired by Company free and clear of the Former Lien Filings pursuant to Section 363 of the Bankruptcy Code.

4. Reserved.

5. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except as may otherwise be expressly permitted under the Credit Agreement and except for non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

6. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

7. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications obtained by Company.

8. Company hereby grants to Agent and Agent's employees and agents (and any Lender or Lenders and their respective employees and agents) the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Credit Agreement.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to Company and without advertisement, each of which Company hereby expressly waives (except as otherwise provided by applicable law), collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral, or any interest which Company may have therein. Company hereby agrees that ten (10) days notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations, in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done

by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens, or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees payable with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the prior written consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent in aid of such enforcement or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

20. Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. **To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

FXI, INC.

By: *Harold J. Earley*
Name: **Harold J. Earley**
Title: Executive Vice President and Chief
Financial Officer

Commonwealth
STATE OF *Pennsylvania* §
COUNTY OF *Delaware* §

BEFORE ME, the undersigned authority, on this day personally appeared Harold J. Earley, the Executive Vice President and Chief Financial Officer of **FXI, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this *23rd* day of November, 2015.

Andrea A. Burke
Notary Public
My Commission Expires: *Oct 10, 2017*

[NOTARIAL SEAL] COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Andrea A. Burke, Notary Public
Media Boro, Delaware County
My Commission Expires Oct. 10, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signatures continue on the following page]

Accepted:

AGENT:

SUNTRUST BANK, as agent

By: Seth S. Meier
Name: **Seth S. Meier**
Title: Director

STATE OF Georgia §
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared Seth S. Meier, a Director of **SUNTRUST BANK**, a Georgia banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said banking corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of November, 2015.

Diane S. Weatherly
Notary Public
My Commission Expires: 6/30/16

[NOTARIAL SEAL]

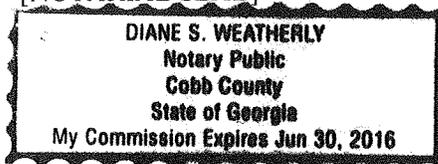


EXHIBIT A

Trademarks

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
ACQUELL	Canada	Registered	366478	13-Jul-73	198686	11-Apr-74	17
AQUAZONE WIPE DRY	Canada	Registered	1529520	27-May-11	TMAA851461	23-May-13	
CELL DESIGN	Canada	Registered	366568	17-Jul-73	199903	21-Jun-74	17
COMFORT CLINIC	Canada	Registered	739285	18-Oct-93	TMAA489636	10-Feb-98	20
COMFORT SLEEPER	Canada	Registered	758997	8-Jul-94	TMAA470620	6-Feb-97	20
FOAMEX	Canada	Registered			2766	12-Mar-46	1
FOAMEX	Canada	Registered	1103173	17-May-01	TMAA587200	14-Aug-03	17
FOAMEX	Canada	Registered	680601	24-Apr-91	402657	11-Sep-92	27
FXI	Canada	Registered	1445687	22-Jul-09	TMAA780070	19-Oct-10	17, 20, 27
PROTECTAIR	Canada	Registered	424965	17-May-78	239204	18-Jan-80	17
PYRELL	Canada	Registered	366480	13-Jul-73	198688	11-Apr-74	17
RESLITEX	Canada	Registered	1184556	16-Jul-03	615917	28-Jul-04	17
FOAMEX	China (People's Republic)	Registered	6394399	22-Nov-07	6394399	20-Nov-08	17
FOAMEX (Chinese language)	China (People's Republic)	Registered	6394397	22-Nov-07	6394397	21-Apr-10	17
LEAF DEFIER	European Community	Registered	6944896	28-May-08	6944896	7-Apr-09	19
SMT	European Community	Registered	1150432	23-Apr-99	1150432	29-May-00	12, 17, 20, 24, 25, 27
FOAMEX & Device	Malaysia	Registered	99/12433	8-Dec-99	99012433		40
AQUAZONE WIPE DRY	Mexico	Registered	1178023	13-May-11	1243304	12-Oct-11	17
AQUAZONE WIPE DRY	Mexico	Pending	1178026	13-May-11			21

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
FOAMEX	Taiwan	Registered	87000998	8-Jan-98	846124	1-Apr-99	27
FOAMEX	Taiwan	Registered	87000999	8-Jan-98	836107	16-Jan-99	21
FOAMEX	Thailand	Registered	696391	26-May-08	KOR303447	26-May-08	17
FOAMEX	Thailand	Registered	696392	26-May-08	KOR305422	26-May-08	22
A DEGREE OF DIFFERENCE	United States of America	Registered	85/842238	6-Feb-13	4704304	17-Mar-15	20
ACQUELL	United States of America	Registered	72/409833	9-Dec-71	959603	29-May-73	17
ADAPTWO	United States of America	Registered	77/945702	26-Feb-10	3909263	18-Jan-11	20
AEROFONIC	United States of America	Registered	78/103881	21-Jan-02	2827617	30-Mar-04	17
AERUS	United States of America	Registered	85/109040	17-Aug-10	4018298	30-Aug-11	17, 20
AERUS NATURAL	United States of America	Registered	85/119406	31-Aug-10	3944296	12-Apr-11	17, 20
AMBLESSENCE	United States of America	Registered	85/842270	6-Feb-13	4704305	17-Mar-15	20
ANATOMIC GLOBAL	United States of America	Registered	85/289406	7-Apr-11	4090119	24-Jan-12	20
ANEW	United States of America	Registered	85/679173	17-Jul-12	4298167	5-Mar-13	20
AQUAZONE	United States of America	Registered	75/271956	9-Apr-97	2158721	19-May-98	17
AQUAZONE WIPE DRY	United States of America	Registered	85/313403	5-May-11	4060144	22-Nov-11	21
AQUAZONE WIPE-DRY	United States of America	Registered	85/097886	2-Aug-10	3991178	5-Jul-11	17
BIOS	United States of America	Registered	85/842246	6-Feb-13	4694029	3-Mar-15	20
BLACK DIAMOND	United States of America	Registered	74/717878	21-Aug-95	2059944	6-May-97	27
BODYZONE	United States of America	Registered	77/438623	3-Apr-08	3857293	5-Oct-10	10, 27

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
BODYZONE	United States of America	Registered	77/513157	2-Jul-08	3928929	8-Mar-11	10, 12
BODYZONE	United States of America	Registered	78/250881	16-May-03	2902439	9-Nov-04	20
BREATHE BETTER	United States of America	Registered	85/737815	25-Sep-12	4366075	9-Jul-13	20
CELLULEX	United States of America	Registered	78/272579	10-Jul-03	2979009	26-Jul-05	21
CELLULEX	United States of America	Registered	86/525864	6-Feb-15	4812028	15-Sep-15	17
CLIMATE FLOW	United States of America	Registered	85/717953	31-Aug-12	4344253	28-May-13	17
CUSTOMFIT	United States of America	Registered	74/435271	14-Oct-93	1926941	17-Oct-95	17
DREAM REST	United States of America	Registered	85/430123	23-Sep-11	4756197	16-Jun-15	20
DRI-FAST	United States of America	Registered	73/643516	9-Feb-87	1456545	8-Sep-87	20
ECOMEMORY FOAM	United States of America	Registered	77/345200	5-Dec-07	3839659	31-Aug-10	20
ELECTRELL	United States of America	Registered	78/502217	19-Oct-04	3028433	13-Dec-05	17
ELECTROCELL	United States of America	Registered	78/976778	19-Jul-04	3115393	11-Jul-06	17
ENERGIA	United States of America	Registered	78/978468	2-Feb-06	3280981	14-Aug-07	17
ENERGY RESTORED	United States of America	Registered	77/769383	26-Jun-09	3800990	8-Jun-10	20
ENVIROEAVES	United States of America	Registered	77/911801	14-Jan-10	3945593	12-Apr-11	19
EVA-DRI	United States of America	Registered	73/492299	30-Jul-84	1360538	17-Sep-85	17
FLAMEOUT	United States of America	Registered	77/924745	1-Feb-10	3935599	22-Mar-11	17

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
FOAMEX INNOVATIONS	United States of America	Registered	77/800540	10-Aug-09	3766852	30-Mar-10	17
FOAMEX INNOVATIONS	United States of America	Registered	77/800872	10-Aug-09	3770620	6-Apr-10	20
FOAMEX INNOVATIONS	United States of America	Registered	77/800891	10-Aug-09	3770621	6-Apr-10	27
FOLD N GO	United States of America	Registered	77/443696	9-Apr-08	3581557	24-Feb-09	28
FXI	United States of America	Registered	77/486516	29-May-08	3696658	13-Oct-09	17
FXI	United States of America	Registered	77/492052	5-Jun-08	3696674	13-Oct-09	20
FXI	United States of America	Registered	77/492066	5-Jun-08	3691171	6-Oct-09	27
FXI (Stylized and/or with Design)	United States of America	Registered	77/921600	27-Jan-10	3840968	31-Aug-10	17, 20, 27
GFI	United States of America	Registered	73/163187	22-Mar-78	1206771	31-Aug-82	27
GFI PLUS DESIGN	United States of America	Registered	73/161702	10-Mar-78	1206770	31-Aug-82	27
GOOD FOR YOU. GOOD FOR THE GLOBE.	United States of America	Registered	78/593605	23-Mar-05	3195077	2-Jan-07	17, 20
GREEN BLEND	United States of America	Registered	77/704972	2-Apr-09	3838775	24-Aug-10	17
GUTTERCLEAR 365	United States of America	Registered	85/596045	12-Apr-12	4359966	2-Jul-13	19
HYFONIC I	United States of America	Registered	73/782430	23-Feb-89	1570939	12-Dec-89	17
LEAF DEFIER	United States of America	Registered	78/424635	25-May-04	3027215	13-Dec-05	19
LUXURYBOND	United States of America	Registered	75/100815	8-May-96	2063085	20-May-97	27
MAXPERM	United States	Published	85/898762	9-Apr-13			17

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
MEMGEL	United States of America	Registered	85/350608	20-Jun-11	4415247	8-Oct-13	20
MEMGEL LITE	United States of America	Pending	86/200,289	21-Feb-14			17, 20
MEMGEL SWIRL	United States of America	Registered	86/104683	29-Oct-13	4676418	20-Jan-15	17
MEMORY LANE	United States of America	Registered	85/367561	11-Jul-11	4731752	5-May-15	20
PASSION	United States of America	Registered	76/196206	18-Jan-01	2577938	11-Jun-02	27
PEST DEFIER	United States of America	Registered	85/199398	16-Dec-10	4075220	20-Dec-11	19
PILLOWFLEX	United States of America	Registered	78/071064	26-Jun-01	2738990	15-Jul-03	17
PROTECTAIR	United States of America	Registered	73/029505	14-Aug-74	1016884	29-Jul-75	17
PURE7SERIES	United States of America	Registered	77/909365	11-Jan-10	4013159	16-Aug-11	20
PUZZLE	United States of America	Registered	85/737826	25-Sep-12	4404657	17-Sep-13	20
PYRELL	United States of America	Registered	72/377943	4-Dec-70	928907	15-Feb-72	17
PYROCUSSION	United States of America	Registered	73/566532	4-Nov-85	1394867	27-May-86	17
QUILTPEX	United States of America	Registered	76/102090	2-Aug-00	2539702	19-Feb-02	17
QYLITE	United States of America	Registered	76/157145	31-Oct-00	2703026	1-Apr-03	17
RAIN FILTER GREEN GUTTER FILTRATION	United States of America	Registered	77/921277	27-Jan-10	4049903	1-Nov-11	19
REFLEX	United States of America	Registered	75/020225	15-Nov-95	2129337	13-Jan-98	20

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
REFLEX	United States of America	Registered	78/097514	10-Dec-01	2849196	1-Jun-04	17, 24
REFLEX BOUNCE	United States of America	Registered	78/310922	8-Oct-03	3051574	24-Jan-06	17
REFLEX CORE	United States of America	Registered	75/894449	12-Jan-00	2508035	13-Nov-01	17
REFLEX HR	United States of America	Registered	75/827216	21-Oct-99	2483503	28-Aug-01	20
REFLEX MEMORY	United States of America	Registered	78/358042	27-Jan-04	2974446	19-Jul-05	17
REFLEX MR	United States of America	Registered	75/592788	20-Nov-98	2795085	16-Dec-03	20
REFLEX NATURAL	United States of America	Registered	77/391465	7-Feb-08	3495856	2-Sep-08	17
REFLEX PLUS	United States of America	Registered	78/229073	24-Mar-03	2883248	7-Sep-04	17
REFLEX PLUS	United States of America	Registered	78/236728	11-Apr-03	2887806	21-Sep-04	17
REFLEX WRAP	United States of America	Registered	75/920899	16-Feb-00	2505496	6-Nov-01	17
REJUVIGEL	United States of America	Registered	85/679166	17-Jul-12	4401431	10-Sep-13	20
SENSUS	United States of America	Registered	78/067443	5-Jun-01	2626728	24-Sep-02	17
SHAPING THINGS TO COME	United States of America	Registered			2091360		
SIF	United States of America	Registered	73/222902	11-Jul-79	1151039	14-Apr-81	17
SIF FELT	United States of America	Registered	74/053250	26-Apr-90	1676775	25-Feb-92	17
SLEEP CREATIONS	United States of America	Registered	85/104044	10-Aug-10	4418896	15-Oct-13	20
SLEEP SOLUTIONS	United States of America	Registered	78/272462	10-Jul-03	2924366	1-Feb-05	20

FXI Trademark Name	Country Name	Trademark Status	Application Number	File Date	Registration Number	Registration Date	Class
SMOOTHBOND	United States of America	Registered	78/125184	30-Apr-02	2688809	18-Feb-03	17
SMT	United States of America	Registered	74/495548	1-Mar-94	2027420	31-Dec-96	24
SMT	United States of America	Registered	77/071316	26-Dec-06	3274092	7-Aug-07	17
SPECTROSEAL	United States of America	Registered	75/929997	7-Feb-00	2595217	16-Jul-02	17
SPECTROSEAL	United States of America	Registered	76/172528	29-Nov-00	2658043	10-Dec-02	17
SPECTRUM	United States of America	Registered	75/207909	4-Dec-96	2478263	14-Aug-01	17
SPILLTRAP	United States of America	Registered	75/606710	16-Dec-98	2402718	7-Nov-00	27
SUNBURST	United States of America	Registered	85/103144	9-Aug-10	3938025	29-Mar-11	27
SURE FORM	United States of America	Registered	85/137386	24-Sep-10	3940952	5-Apr-11	17
SUREFILL	United States of America	Registered	77/023087	17-Oct-06	3527991	4-Nov-08	17
SUSTAINABLE GLOBAL COMFORT	United States of America	Registered	77/793987	31-Jul-09	3794893	25-May-10	20
VALEO	United States of America	Registered	85/918441	30-Apr-13	4589678	19-Aug-14	20
VELVE	United States of America	Registered	73/046343	10-Mar-75	1022669	14-Oct-75	17
VENUS	United States of America	Registered	78/805179	2-Feb-06	4187220	7-Aug-12	17, 20, 24
WHISPEX	United States of America	Registered	77/048496	21-Nov-06	3550675	23-Dec-08	17
FOAMEX	Venezuela	Registered	91-004496	11-Apr-94	P225257	14-Feb-97	17

EXHIBIT BFormer Lien Filings

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
Energia	3280981	August 14, 2007	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2008 at Reel/Frame 3758/0330 and Reel/Frame 3758/0914.
Electrocell	3115393	July 11, 2006	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Venus	4187220	August 7, 2012	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Good For You. Good For The Globe.	3195077	January 2, 2007	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 and 2008 at Reel/Frame 3493/0162, Reel/Frame 3494/0812, Reel/Frame 3501/0130, Reel/Frame 3555/0841, Reel/Frame 3758/0330, and Reel/Frame 3758/0914
Electrell	3028433	December 13, 2005	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Sleep Solutions	2924366	February 1, 2005	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Bodyzone	2902439	November 9, 2004	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
Reflex Memory	2974446	July 19, 2005	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex Bounce	3051574	January 24, 2006	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex Plus	2887806	September 21, 2004	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex Plus	2883248	September 7, 2004	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Smoothbond	2688809	February 18, 2003	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Aerofonic	2827617	March 30, 2004	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex	2849196	June 1, 2004	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Pillowflex	2738990	July 15, 2003	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
Sensus	2626728	September 24, 2002	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Cellulex	2979009	July 26, 2005	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex Natural	3495856	September 2, 2008	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2008 at Reel/Frame 3764/0675, Reel/Frame 3765/0311 and Reel/Frame 3771/0411
SMT	3274092	August 7, 2007	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812, Reel/Frame 3501/0130, Reel/Frame 3758/0330, Reel/Frame 3758/0914
Surefill	3527991	November 4, 2008	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Spectroscel	2658043	December 10, 2002	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Qyite	2703026	April 1, 2003	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Quiltflex	2539702	February 19, 2002	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130.

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
Passion	2577938	June 11, 2002	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Spectroscel	2595217	July 16, 2002	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130.
Reflex Wrap	2505496	November 6, 2001	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex Core	2508035	November 13, 2001	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex HR	2483503	August 28, 2001	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Spilltrap	2402718	November 7, 2000	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130.
Reflex MR	2795085	December 16, 2003	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Aquazone	2158721	May 19, 1998	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Spectrum	2478263	August 14, 2001	Foamex, L.P. granted a security interest to Bank of America,

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
			N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Luxurybond	2063085	May 20, 1997	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Reflex	2129337	January 13, 1998	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Customfit	1926941	October 17, 1995	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Black Diamond	2059944	May 6, 1997	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3494/0812 and Reel/Frame 3501/0130
SMT	2027420	December 31, 1996	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
SIF Felt	1676775	February 25, 1992	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Velve	1022669	October 14, 1975	G.F.C. Foam Corporation granted a security interest to Congress Financial Corporation in 1981 – Reel/Frame 0406/0398 that was never released Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
	1206770	August 31, 1982	3494/0812 and Reel/Frame 3501/0130 General Felt Industries granted a security interest to Canadian Imperial Bank of Commerce in 1988 – Reel/Frame 0622/0320 that was never released
Hyfonic I	1570939	December 12, 1989	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Dri-Fast	1456545	September 8, 1987	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Pyrocushion	1394867	May 27, 1986	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Eva-Dri	1360538	September 17, 1985	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
SIF	1151039	April 14, 1981	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
GFI	1206771	August 31, 1982	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130

<u>Trademark</u>	<u>Registration /Serial No.</u>	<u>Date Filed</u>	<u>Former Lien Filings</u>
Protectair	1016884	July 29, 1975	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130.
Acquell	0959603	May 29, 1973	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Pyrell	0928907	February 15, 1972	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130
Shaping Things to Come	2091360	August 26, 1997	Foamex, L.P. granted a security interest to Bank of America, N.A. in 2007 at Reel/Frame 3493/0162, Reel/Frame 3494/0812 and Reel/Frame 3501/0130