

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Short-Form Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitafoam Incorporated		04/23/2009	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	J.P. Morgan Europe Limited as Agent and Security Agent
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3582417	VITASAFE
Registration Number:	3585598	ENVITA
Serial Number:	77383188	SOFT EMBRACE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	984109
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DOMESTIC REPRESENTATIVE

900133694

**TRADEMARK
 REEL: 003984 FRAME: 0380**

CH \$90.00 3582417

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/08/2009

Total Attachments: 6

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DATED APRIL 23, 2009

VITAFOAM INCORPORATED

as Grantor

TRADEMARK SHORT-FORM
SECURITY AGREEMENT

TM SHORT-FORM AGREEMENT

NYB1611522.1

TRADEMARK
REEL: 003984 FRAME: 0382

WHEREAS, **VITAFOAM INCORPORATED**, a corporation organized under the laws of the State of North Carolina, (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, Vita Cayman II Limited, among others, J.P. Morgan Europe Limited as Agent and as Security Agent and the persons named in that senior facilities agreement 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"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 23, 2009 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and J.P. Morgan Europe Limited, as Agent and as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Trademark Short-Form Security Agreement, the "Trademark Agreement"), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Senior Facilities Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each United States Trademark registration and application referred to in Schedule 1 hereto, as such Schedule may be modified or supplemented from time to time;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, as such Schedule may be modified or supplemented from time to time; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from 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 owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

TM SHORT-FORM AGREEMENT

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TRADEMARK
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The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Enforcement Event (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Agreement and to accomplish the purposes hereof. Except to the extent not prohibited by the Security Agreement or the Senior Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Trademark Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address set forth below its name on the signature pages of the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

In case of any inconsistencies between the terms of this Trademark Agreement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this Trademark Agreement to be duly executed as of the date first above written.

VITAFOAM INCORPORATED, as Grantor


Name: NICHOLAS BURLEY
Title: DIRECTOR

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Serial No.	Reg. No.	Reg. 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]

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RECORDED: 05/08/2009

**TRADEMARK
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