

Effective Date: July 19, 2010

**AMENDED AND RESTATED  
MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

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THIS AMENDED AND RESTATED MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT dated July 19, 2010, ("Agreement"), which is intended to amend and restate the Mutual Confidential Disclosure Agreement between the parties dated May 7, 2010, is made by and among the following parties:

Tempur-Pedic Management, Inc., Tempur-Pedic North America, LLC and Tempur-Pedic International Inc. (collectively "Tempur-Pedic")  
1713 Jaggie Fox Way  
Lexington, KY 40511

UNITEDLOGIC Inc.  
10924 Granite Street  
Suite 600  
Charlotte, NC 28273

and

LOGICDATA Electronic & Software Entwicklungs GmbH ("LogicData")  
Wirtschaftspark 18 A-8530  
Deutschlandsburg, Austria

(collectively "UNITEDLOGIC")

WHEREAS, Tempur-Pedic is the owner of proprietary information, inventions and designs, including, but not limited to visco-elastic foam mattresses and pillows (the "Products"), and Confidential Information relating thereto;

WHEREAS, UNITEDLOGIC is engaged in the business of designing, manufacturing, marketing, distributing and selling various products, including without limitation electronic and electro-mechanical products and components for bedding, adjustable furniture and various other applications (collectively, "UNITEDLOGIC's Business");

WHEREAS, Tempur-Pedic International Inc. and LogicData previously entered into a Mutual Confidential Disclosure Agreement dated on or about April 20, 2009 and one dated May 7, 2010 (collectively, the "Prior Agreements"), under which they shared Confidential Information, and they and the other parties to this Agreement desire to confirm that the Confidential Information exchanged under the Prior Agreements is intended to continue to be deemed to be Confidential Information under this Agreement; and

WHEREAS, the parties are desirous of receiving Confidential Information relating to the Products and UNITEDLOGIC's Business for the purpose of (a) evaluating whether to enter into a business relationship with the other and (b) if the parties enter into a business relationship with each other, engaging in such business relationship, and considering additional ways in which such business relationship could be expanded (collectively, the "Agreement Objectives"), and each party is willing to provide said Confidential Information to the other solely for the purposes stated herein subject to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Tempur-Pedic and UNITEDLOGIC agree as follows:

1. Both parties may be DISCLOSERS and RECIPIENTS of Confidential Information.
2. "Confidential Information" shall include information which is owned, created, developed or possessed by DISCLOSER, which is not readily available to the public and which is not generally ascertainable by proper means by the public, and includes, but is not limited to, financial information, financial projections, strategic initiatives, costs, cost analysis, pricing information, proprietary inventions and designs, confidential business information, marketing and sales information, proprietary technical data, patent applications, know-how, and technical experience, potential business, customers, trade or industrial practices, plans, processes, technical or engineering data, specifications, drawings, schematics, blueprints, and trade secrets in each case, with respect to Tempur-Pedic, relating to the Products and with respect to UNITEDLOGIC relating to UNITEDLOGIC's Business. Confidential Information protected under this Agreement must be disclosed in writing and marked with a legend such as Confidential, Proprietary or other appropriate legend, provided, however, if information is disclosed to RECIPIENT, whether in written or oral form but is not marked with an appropriate legend but which by its nature or the manner or circumstance under which it was disclosed, a reasonable person would know or should know that it is/was confidential, it will be treated by the parties as Confidential Information. This Agreement supersedes the Prior Agreements, provided, however, that Confidential Information exchanged under the Prior Agreements shall continue to qualify as Confidential Information under this Agreement, and shall be protected as Confidential Information in accordance with the terms of this Agreement.
3. A RECIPIENT shall not disclose the Confidential Information to any third party without first obtaining written permission from the DISCLOSER. This Agreement imposes no obligation upon a RECIPIENT with respect to information which (a) RECIPIENT can demonstrate by written evidence was publicly available at the time of this Agreement; (b) is or becomes a matter of public knowledge through no fault of RECIPIENT; (c) is rightfully obtained by RECIPIENT from a third party and not subject to any duty of confidentiality or restriction of use; or (d) is independently developed by RECIPIENT as evidenced by written records. Notwithstanding the foregoing RECIPIENT may disclose Confidential Information if it is the subject of a subpoena or demand for production of documents in connection with any suit, arbitration proceeding, administrative procedure or before any governmental agency. In such event, RECIPIENT shall promptly notify

the DISCLOSER and shall cooperate with the DISCLOSER in its attempts to protect the confidentiality of the Confidential Information such as by seeking a protective order from a court of competent jurisdiction.

4. RECIPIENT shall not acquire any intellectual property rights under this Agreement. RECIPIENT shall not export or re-export any data or materials without the appropriate U.S. and foreign government licenses. RECIPIENT shall not, without DISCLOSER'S prior written consent, copy or reproduce, reverse engineer, attempt to reverse engineer or design around, in whole or in part, the Products, the Confidential Information or any aspect thereof.
5. RECIPIENT shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as RECIPIENT uses to protect its own Confidential Information of a like nature. RECIPIENT shall limit access to the Confidential Information provided hereunder to such of their personnel as may be directly involved in the Agreement Objectives and to no other personnel. RECIPIENT shall inform any employees or agents on a reasonable need-to-know basis only. Anyone to whom the RECIPIENT discloses any of the Confidential Information, particularly, trade secrets, shall be informed of the confidential nature thereof and of their obligation, as employees and agents, not to disclose these or otherwise engage in any activities which may constitute a breach of this Agreement. RECIPIENT shall be responsible and liable for all actions of its employees and agents related to the Confidential Information. This Agreement shall cover all Confidential Information disclosed hereunder. RECIPIENT'S duties under this Agreement shall expire five (5) years after the later to occur of the following: (a) the Effective Date and (b) the expiration or termination of any supply agreement between the parties that the parties may enter into in connection with the Agreement Objectives.
6. All Confidential Information provided to RECIPIENT pursuant to this Agreement shall be and remain the property of Discloser. RECIPIENT shall not, without Discloser's prior written consent, copy or reproduce, reverse engineer or attempt to reverse engineer, in whole or in part, any Confidential Information of DISCLOSER. Furthermore, all tangible or reproducible documentation and materials provided to RECIPIENT under this Agreement shall remain the property of the Discloser and shall be returned following a written request from the DISCLOSER. Accordingly, RECIPIENT agrees that it shall immediately return all such Confidential Information to DISCLOSER upon Discloser's request.
7. Each DISCLOSER warrants that it has the right (but not the obligation) to make disclosures under this Agreement. Each party understands that the other makes no representations or warranties as to the accuracy or completeness of the Confidential Information supplied by it. Either party which supplies Confidential Information to the other shall have no liability to the other resulting from the use of the Confidential Information by such other party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

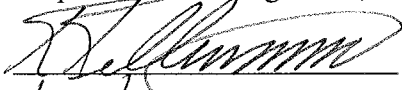


8. It is hereby acknowledged that neither party shall incur any liability for evaluating, examining and considering the Products or the UNITEDLOGIC's Business or for preparing quotes or bids for submission to the other, and nothing in this Agreement shall be construed as representing any commitment by either party to enter into any agreements. Neither party has an obligation under this Agreement to purchase any service or item from the other party. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the Confidential Information. The DISCLOSER may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time. The parties do not intend that any agency or partnership relationship be created between them by this Agreement
9. RECIPIENT acknowledges that DISCLOSER would be irreparably damaged by the RECIPIENT'S breach of its obligations set forth in this Agreement, and that monetary relief alone is insufficient and inadequate to compensate DISCLOSER for such damage. As a consequence, RECIPIENT agrees that DISCLOSER shall be entitled to seek injunctive and other appropriate equitable relief against RECIPIENT to enjoin any breach or threatened breach of RECIPIENT'S obligations hereunder without limitation of such other remedies to which DISCLOSER may be entitled.
10. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior understandings, arrangements, and agreements, whether oral or written, relating to the Products, UNITEDLOGIC's Business and the Confidential Information. This Agreement is personal, indivisible, and nontransferable and may not be assigned, sublicensed or transferred in whole or in part. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
11. This Agreement shall inure to the benefit of and be binding upon the parties, their officers, directors, employees, agents, representatives and successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard for Kentucky conflict of law principles. Any action, suit or proceeding arising out of or relating to this Agreement shall be brought in the United States District Court for the Eastern District of Kentucky, and the parties hereto irrevocably submit to the exclusive jurisdiction of such court in any such action, suit or proceeding and waive any objection they may now or hereafter have to venue or to convenience of forum.

*(remainder of page intentionally left blank; signature page appears on following page)*

IN WITNESS WHEREOF, the undersigned have caused this Mutual Confidential Disclosure Agreement to be duly executed by their respective officers as of the Effective Date.


Company: Tempur-Pedic Management, Inc.

Signed: 

Print Name: KEN KILBURN

Title: VP Sourcing & Prod. Eng.


Company: UNITEDLOGIC Inc.

Signed: 

Print Name: JOHANNES SAVER

Title: PRESIDENT

Company: Tempur-Pedic North America, LLC

Signed: 

Print Name: KEN KILBURN

Title: VP Sourcing & Prod. Eng.


Company: LOGICDATA Electronic & Software Entwicklungs GmbH

Signed: 

Print Name: WALTER KOCH

Title: CEO

Company: Tempur-Pedic International Inc.

Signed: 

Print Name: BHASKAR RAO

Title: CAO