FORM PTO-1594
1-31-92 9/1/99

Tab settings → → →

RI 09-09-1999 T

101139279

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 1 -

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **The Bedding Experts, Inc.**

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☒ Corporation-State (IL)

☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other _____

Execution Date: August 6, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,613,341**

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): $40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq. — Name of Person Signing

Lori E. Lesser — Signature

9-1-99 — Date

Total number of pages comprising cover sheet: 48

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

09/08/1999 MTHRI1 00000095 1613341
01 FC:481 40.00 OP

EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

made by

MATTRESS DISCOUNTERS HOLDING CORPORATION,

MATTRESS DISCOUNTERS CORPORATION,

and certain of its Subsidiaries

in favor of

THE CHASE MANHATTAN BANK,
as Administrative Agent

Dated as of August 6, 1999

509265-0670-02786-996GC6EU-AGR

TABLE OF CONTENTS

Page

SECTION 1 DEFINED TERMS 1
1.1 Definitions 1
1.2 Other Definitional Provisions 5

SECTION 2. GUARANTEE 5
2.1 Guarantee 5
2.2 Right of Contribution 6
2.3 No Subrogation 6
2.4 Amendments, etc. with respect to the Borrower Obligations 6
2.5 Guarantee Absolute and Unconditional 6
2.6 Reinstatement 7
2.7 Payments 7

SECTION 3. GRANT OF SECURITY INTEREST 7

SECTION 4. REPRESENTATIONS AND WARRANTIES 8
4.1 Title; No Other Liens 8
4.2 Perfected First Priority Liens 8
4.3 Chief Executive Office 9
4.4 Inventory and Equipment 9
4.5 Farm Products 9
4.6 Investment Property 9
4.7 Receivables 9
4.8 Contracts 9
4.9 Intellectual Property 10

SECTION 5. COVENANTS 10
5.1 Delivery of Instruments, Certificated Securities and Chattel Paper 10
5.2 Maintenance of Insurance 11
5.3 Payment of Obligations 11
5.4 Maintenance of Perfected Security Interest; Further Documentation 11
5.5 Changes in Locations, Name, etc. 11
5.6 Notices 12
5.7 Investment Property 12
5.8 Receivables 13
5.9 Contracts 13
5.10 Intellectual Property 13

SECTION 6. REMEDIAL PROVISIONS 14
6.1 Certain Matters Relating to Receivables 14
6.2 Communications with Obligors; Grantors Remain Liable 15
6.3 Pledged Stock 15
6.4 Proceeds to be Turned Over To Administrative Agent 16
6.5 Application of Proceeds 16
6.6 Code and Other Remedies 17

TRADEMARK
REEL: 001954 FRAME: 0873

Page

6.7 Registration Rights 17
6.8 Waiver; Deficiency 18

SECTION 7. THE ADMINISTRATIVE AGENT 18
7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc 18
7.2 Duty of Administrative Agent 20
7.3 Execution of Financing Statements 20
7.4 Authority of Administrative Agent 20

SECTION 8. MISCELLANEOUS 21
8.1 Amendments in Writing 21
8.2 Notices 21
8.3 No Waiver by Course of Conduct; Cumulative Remedies 21
8.4 Enforcement Expenses; Indemnification 21
8.5 Successors and Assigns 22
8.6 Set-Off 22
8.7 Counterparts 22
8.8 Severability 22
8.9 Section Headings 22
8.10 Integration 22
8.11 GOVERNING LAW 22
8.12 Submission To Jurisdiction; Waivers 22
8.13 Acknowledgements 23
8.14 Additional Grantors 23
8.15 Releases 23
8.16 WAIVER OF JURY TRIAL 24

SCHEDULES

Schedule 1 Notice Addresses
Schedule 2 Investment Property
Schedule 3 Perfection Matters
Schedule 4 Jurisdictions of Organization and Chief Executive Offices
Schedule 5 Inventory and Equipment Locations
Schedule 6 Intellectual Property
Schedule 7 Contracts

TRADEMARK
REEL: 001954 FRAME: 0874

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of August 6, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of THE CHASE MANHATTAN BANK, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 6, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mattress Discounters Holding Corporation ("Holdings"), Mattress Discounters Corporation (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in substantially related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1 DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the

Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Contracts": the contracts and agreements listed in Schedule 7, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those United States copyright registrations listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depositary institution.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all

TRADEMARK
REEL: 001954 FRAME: 0876

rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture (a) is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, (b) would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or (c) is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"Lender Hedge Agreements": all interest rate swaps, caps or collar agreements or similar arrangements entered into by the Borrower with any Lender (or any Affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued (i) in connection with extensions of trade credit by any Grantor in the ordinary course of business or (ii) by members of management of any Grantor in connection with the acquisition of common stock of Holdings).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the trademark or servicemark registrations or applications for registrations referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations (other than contingent obligations not due and payable) and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations (other than contingent obligations not due and payable) are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

TRADEMARK
REEL: 001954 FRAME: 0879

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations (other than indemnification obligations not due and payable) are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations (other than indemnification obligations not due and payable) shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall

TRADEMARK
REEL: 001954 FRAME: 0880

conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at 270 Park Avenue, New York, New York 10017.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title

or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all Accounts;

(b) all Chattel Paper;

(c) all Contracts;

(d) all Deposit Accounts;

(e) all Documents;

(f) all Equipment;

(g) all General Intangibles;

(h) all Instruments;

(i) all Intellectual Property;

(j) all Inventory;

(k) all Investment Property;

(l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No valid and enforceable financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings, recordings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to

the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement.

4.3 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable (unless such Pledged Stock relates to a partnership or limited liability company).

(c) To the best of each Grantor's knowledge, each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement or permitted by the Credit Agreement.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority.

4.8 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement other than any consent which has been obtained by such Grantor.

(b) Each Contract is in full force and effect and, to the best of each Grantor's knowledge, constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar

laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) To the best of such Grantor's knowledge, neither such Grantor nor any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof in any manner.

(d) To the best of such Grantor's knowledge, the right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims.

(e) Such Grantor has delivered to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(f) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(g) None of the parties to any Contract is a Governmental Authority.

4.9 Intellectual Property. (a) Schedule 6 lists all registered, patented and applied for Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property owned by any Grantor is subsisting and unexpired, has not been adjudicated invalid or unenforceable, has not been abandoned and to the best of such Grantor's knowledge does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property owned by any Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property owned by Grantor or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of the Intellectual Property owned by any Grantor, taken as a whole.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations (other than indemnification obligations not due and payable) shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any

Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to the Administrative Agent, duly indorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain insurance policies as required by the Credit Agreement.

(b) All such insurance shall (i) provide that no cancellation thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof and (ii) name the Administrative Agent as insured party or loss payee.

(c) The Borrower shall deliver to the Administrative Agent a report of a reputable insurance broker with respect to such insurance on the date hereof and such supplemental reports to the extent of material changes in coverage with respect thereto.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall use commercially reasonable efforts to defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.5 Changes in Locations, Name, etc. (a) Such Grantor will not permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5, unless within 30 days' it gives written notice to the Administrative Agent thereof and delivers to the Administrative Agent (i) all additional executed financing statements and other documents reasonably requested by the

Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (ii) a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept.

(b) Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein:

(i) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3, or

(ii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so reasonably requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

TRADEMARK
REEL: 001954 FRAME: 0886

(b) Without the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld), such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or expressly permitted by the Credit Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. Other than in the ordinary course of business, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

5.9 Contracts. Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Contract that questions the validity or enforceability of such Contract.

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will use commercially reasonable efforts to (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain substantially as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark would reasonably be expected to become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent would reasonably be expected to become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(d) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows that any application or registration relating to any material Intellectual Property is likely to become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(e) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within thirty Business Days after the last day of the fiscal quarter in which such filing occurs. Upon reasonable request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(f) Such Grantor will take all steps which in such Grantor's commercially reasonable discretion it deems reasonable and necessary, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(g) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time after the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent may collect the Receivables and, if so requested by the Administrative Agent, the relevant Grantor shall cease collecting its Receivables. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor.

(c) After the occurrence and during the continuance of an Event of Default, at the Administrative Agent's request each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may, at any time after the occurrence and during the continuance of an Event of Default, communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given written notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would

impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to

TRADEMARK
REEL: 001954 FRAME: 0890

time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations (other than indemnification obligations not due and payable) shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its commercially reasonable efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof

TRADEMARK
REEL: 001954 FRAME: 0891

to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

TRADEMARK
REEL: 001954 FRAME: 0892

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own bad faith, gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and to the extent permitted by any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or

TRADEMARK
REEL: 001954 FRAME: 0894

refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Subsidiary Guarantor shall be addressed to such Subsidiary Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to the Administrative Agent and no more than one additional firm of counsel to the Lenders.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor to the extent permitted by law, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of such Grantor to such Lender hereunder and claims of every nature and description of such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise (and whether arising at the stated maturity of the Loans, by acceleration or otherwise), as such Lender may elect. Each Lender shall notify such Grantor and the Administrative Agent promptly of any such set-off and the application made by such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.9(c) of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than indemnification obligations not due and payable) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor

TRADEMARK
REEL: 001954 FRAME: 0897

following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, a written request for release identifying the relevant Subsidiary Guarantor, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

MATTRESS DISCOUNTERS HOLDING CORPORATION

By: _____

Title: Vice President

MATTRESS DISCOUNTERS CORPORATION

By: _____

Title: Vice President

THE BEDDING EXPERTS, INC.

By: _____

Title: Vice President

TJB, INC.

By: _____

Title: Vice President

COMFORT SOURCE MATTRESS COMPANY

By: _____

Title: Vice President

509265-0670-02786-996GC6EU-AGR

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

Mattress Discounters Holding Corporation
c/o Bain Capital, Inc.
Two Copley Place
Boston, MA 02116
Attention: Michael Krupka
Phone: (617) 572 - 3000
Fax: (617) 572-3274

The Bedding Experts, Inc.
9822 Fallard Court
Upper Marlboro, Maryland 20772
Attention: Jon Studner
Phone: (301) 856-6755
Fax: (301) 856-0380

Comfort Source Mattress Company
9822 Fallard Court
Upper Marlboro, Maryland 20772
Attention: Jon Studner
Phone: (301) 856-6755
Fax: (301) 856-0380

TJB, Inc.
9822 Fallard Court
Upper Marlboro, Maryland 20772
Attention: Jon Studner
Phone: (301) 856-6755
Fax: (301) 856-0380

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

Issuer	Class of Stock	Stock Certificate No.	No. of Shares
Mattress Discounters Corporation	Common Stock	#3	100
The Bedding Experts, Inc.	Common Stock	#3	100
TJB, Inc.	Common Stock	#3	100
Comfort Source Mattress Company	Common Shares	#1	100

Pledged Notes:

Issuer	Payee	Principal Amount

None

Schedule 3

FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS

UCC Filing Jurisdictions

Mattress Discounters Holding Corporation

Secretary of Commonwealth, Massachusetts
City Clerk of Boston

State Corporation Commission, Virginia
Clerk of the County of Henrico County

Mattress Discounters Corporation

Secretary of State, Alabama

Secretary of State, California
County Clerk of Alameda County
County Clerk of Contra Costa County
County Clerk of Los Angeles County
County Clerk of Marin County
County Clerk of Placer County
County Clerk of Riverside County
County Clerk of Sacramento County
County Clerk of San Bernardino County
County Clerk of San Diego County
County Clerk of San Francisco County
County Clerk of San Mateo County
County Clerk of Santa Clara County
County Clerk of Santa Cruz County
County Clerk of Solano County
County Clerk of Ventura County

Secretary of State Central Indexing System, Colorado
County Clerk of Adams County
County Clerk of Arapahoe County
County Clerk of Denver County
County Clerk of Douglass County
County Clerk of Jefferson County
County Clerk of Larimer County

Recorder of Deeds of the District, District of Columbia

Secretary of State, Florida

County Clerk of Broward County
County Clerk of Dade County
County Clerk of Hillsborough County
County Clerk of Palm Beach County
County Clerk of Pinellas County
County Clerk of Polk County

Department of Assessment and Taxation, Maryland

Secretary of Commonwealth, Massachusetts
City Clerk of Boston
City Clerk of Brockton
City Clerk of Cambridge
City Clerk of Medford
City Clerk of Middlesex
City Clerk of Newton
Town Clerk of Attleboro
Town Clerk of Braintree
Town Clerk of Brookline
Town Clerk of Burlington
Town Clerk of Danvers
Town Clerk of Dedham
Town Clerk of Framingham
Town Clerk of Hanover
Town Clerk of Natick
Town Clerk of Seekonk
Town Clerk of Sharon
Town Clerk of Shrewsbury

Secretary of State, Michigan
County Clerk of Genesee County
County Clerk of Ingham County
County Clerk of Macomb County
County Clerk of Oakland County
County Clerk of Washtenaw County
County Clerk of Wayne County

Secretary of State, New Hampshire
City Clerk of Manchester
City Clerk of Nashua
Town Clerk of Salem

Secretary of Commonwealth, Pennsylvania
County Clerk of Allegheny County
County Clerk of Butler County

County Clerk of Westmoreland County

Secretary of State, Rhode Island
City Recorder of Deeds of Warwick

State Corporation Commission, Virginia
County Clerk of Arlington County
County Clerk of Fairfax County
County Clerk of Hanover County
County Clerk of Loudoun County
County Clerk of Prince William County
Independent City of Alexandria, Virginia
Independent City of Colonial Heights, Virginia
Independent City of Fredericksburg, Virginia
Independent City of Richmond, Virginia

Secretary of State, Delaware

The Bedding Experts, Inc.
Department of Assessment and Taxation, Maryland

Secretary of State, Illinois
County Clerk of Cook County
County Clerk of Du Page County
County Clerk of Kane County
County Clerk of Lake County
County Clerk of McHenry County
County Clerk of Will County
County Clerk of Winnebago County

Secretary of State, Indiana
County Clerk of La Porte County
County Clerk of Madison County

Department of Financial Institutions, Wisconsin
County Clerk of Kenosha County

T.J.B., Inc.
Department of Assessment and Taxation, Maryland

Comfort Source Mattress Company
Department of Assessment and Taxation, Maryland

Secretary of State, Delaware

Patent and Trademark Filings

U.S. Patent and Trademark Office
U.S. Copyright Office

Actions with Respect to Pledged Stock

none.

Other Actions

none.

Schedule 4

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor	Jurisdiction	Location
Mattress Discounters Holding Corporation	Virginia	c/o Bain Capital, Inc. Two Copley Place Boston, MA 02116
Mattress Discounters Corporation	Delaware	9822 Fallard Court Upper Marlboro, Maryland 20772
The Bedding Experts, Inc.	Illinois	9822 Fallard Court Upper Marlboro, Maryland 20772
TJB, Inc.	Maryland	9822 Fallard Court Upper Marlboro, Maryland 20772
Comfort Source Mattress Company	Delaware	9822 Fallard Court Upper Marlboro, Maryland 20772

Schedule 5

LOCATION OF INVENTORY AND EQUIPMENT

Mattress Discounters Corporation

1825 E. 80th Avenue	Merrillville	IN	46410
5510 Franklin Street	Michigan City	IN	46320
9822 Fallard Court	Upper Marlboro	MD	20772
9822 Fallard Court	Upper Marlboro	MD	20772
9821 Fallard Court	Upper Marlboro	MD	20772
13509 Connecticut Avenue	Wheaton	MD	20906
3560 Crain Highway	Bowie	MD	20716
4005 Branch Avenue	Marlow Heights	MD	20745
7704 Marlboro Park	Forestville	MD	20747
1003 W. Patrick Street	Frederick	MD	21701
101 N. Frederick Avenue	Gaithershurg	MD	20877
6226 Greenbelt Road	Greenbelt	MD	20770
1600 University Boulevard	Langley Park	MD	20783
7430 Annapolis Road	Landover	MD	20783
14501 Baltimore Boulevard	Laurel	MD	20707
12260 Rockville Pike	Rockville	MD	20852
1188 Smallwood Drive West	Waldorf	MD	20603
11305 Georgia Avenue	Wheaton	MD	20902
11277 New Hampshire Avenue	Silver Spring	MD	20904
3245 Columbia Park	Arlington	VA	22204
5894 Leesburg Park	Falls Church	VA	22041
9540 Old Keene Mill	Burke	VA	22015
14017 Lee Jackson Highway	Chantilly	VA	22021
3260 Duke Street	Alexandria	VA	22304
3546 Plank Road	Fredericksburg	VA	22407
322 Elden Street	Herndon	VA	22070
11053 Lee Highway	Fairfax	VA	22030
6226 Little River Tpk	Alexandria	VA	22312
8012 Sudley Road	Manassas	VA	22110
8213 Lee Highway	Fairfax	VA	22031
7609 Richmond Highway	Alexandria	VA	22304
6418 Old Keene Mill Road	Springfield	VA	22150
47020 Harry Floyd Byrd Hwy #2	Sterling	VA	20164
1945 Old Gallows Road	Tysons Corner	VA	22180
129-131 Maple Avenue W.	Vienna	VA	22180
14361 Potomac Mills Road	Dale City	VA	22192
1212 18th Street, N.W.	Washington	DC	20036
4537 Wisconsin Avenue	Washington	DC	20016
2341 Forest Drive	Annapolis	MD	21401

582 Baltimore Pike	Bel Air	MD	21014
852 N. Rolling Road	Catonsville	MD	21228
6476 Dobbin Center Way	Columbia	MD	21045
1417 Merritt Boulevard	Dundalk	MD	21045
6728 Ritchie Highway	Glen Hurnie	MD	21062
9637 Reisterstown Road	Owings Mills	MD	21117
8807 Satyr Hill Road	Baltimore	MD	21734
8125 Ritchie Highway	Pasadena	MD	21122
8803 Pulaski Highway	Baltimore	MD	21237
9709 York Road	Cockeysville	MD	21030
931 Taylor Avenue	Towson	MD	21286
11001 Midlothian Tpk.	Richmond	VA	23235
7335 Midlothian Tpk.	Richmond	VA	23225
707 Southpark Boulevard	Colonial Heights	VA	23834
7374A Bel Creek Road	Mechanicsville	VA	23111
1508 Parham Road	Richmond	VA	23229
9011 W. Broad Street	Richmond	VA	23229
4914 W. Broad Street	Richmond	VA	23230
1245 Boston-Providence Hwy.	Sharon	MA	02067
287 Washington Street	Brattleboro	MA	02703
425 Boylston Street	Boston	MA	02116
485 Granite Street	Braintree	MA	02184
410 Westgate Drive	Brockton	MA	02401
872 Commonwealth Ave.	Brookline	MA	02146
112 Burlington Mall Rd.	Burlington	MA	01803
194 Alewife Brook Pkwy.	Cambridge	MA	02138
385 Providence Pkwy.	Dedham	MA	02076
140 Worcester Rd.	Framingham	MA	01701
1366 Washington Street	Hanover	MA	02339
42 Ferry Street	Malden	MA	02148
890 S. Willow Street	Manchester	NH	03103
630 Felsway (Rte. 28)	Medford	MA	02155
274 Daniel Webster Hwy.	Nashua	NH	03060
45 Worcester Road	Natick	MA	01906
180 Needham Street	Newton	MA	01261
189 S. Broadway	Salem	NH	03079
743 Broadway	Saugus	MA	01906
1080 Fall River Ave	Seekonk	MA	02771
163 Boston Turnpike	Shrewsbury	MA	01545
1104 Bald Hill Rd.	Warwick	RI	02889
26511 Danti Court	Hayward	CA	94545
2001 Arden Way	Sacramento	CA	95825
1033 Blossom Hill Rd.	San Jose	CA	95123
7817 Greenback Lane	Citrus Heights	CA	95610
1774 Willow Pass	Concord	CA	94520

2048 Redwood Hwy	Larkspur	CA	94904
356 Gellert Blvd.	Daly City	CA	94015
6780 Amador Plaza Rd.	Dublin	CA	94568
7701 Laguna Blvd. #420	Elk Grove	CA	95758
3999 San Pablo Ave. Suite H	Emeryville	CA	94608
1016-1 Riley Street	Folsom	CA	95630
4550 Geary Blvd.	San Fransico	CA	94118
24046 Hesperian Blvd.	Hayward	CA	94545
1189 El Camino Real	Menlo Park	CA	94025
252 Ranch Dr.	Milipitas	CA	95035
3541 Truxel Road Suite 3	Sacramento	CA	95834
4000 New Park Mall Rd	Newark	CA	94560
232 Vintage Way	Novato	CA	94945
1701 Ocean Avenue	San Fransisco	CA	94112
4181 Century Blvd.	Pittsburg	CA	94565
655 Contra Costa Blvd.	Pleasant Hill	CA	94523
10907 Olson Drive	Rancho Cordova	CA	95670
4635 Redwood Drive	Rohnert Park	CA	94928
1850 Douglas Blvd.	Roseville	CA	95678
1350 Van Ness Ave.	San Fransisco	CA	94109
15063 East 14th St.	San Leandro	CA	94758
2750 El Camino Real	San Matro	CA	94402
3615 Stevens Creek Blvd.	San Jose	CA	95117
580 River Street Suite D	Santa Cruz	CA	95060
1265 W. El Camino Real	Sunnyvale	CA	94087
1648 A Tully Rd.	San Jose	CA	95122
972A. Admiral Callaghan Ln.	Vallejo	CA	94590
2074 Mt. Diablo Blvd.	Walnut Creek	CA	94596
239 Clairton Blvd.	Pittsburgh	PA	15236
20001 Route 19	Cranberry Twnship	PA	16066
1331 Freeport Rd.	Pittsburgh	PA	15238
1160 East Pittsburgh St.	Greensburg	PA	15601
7803 McKnight Rd.	Pittsburgh	PA	15237
3843 William Penn Hwy.	Monroeville	PA	15146
1675 Washington Rd.	Mt. Lebanon	PA	15228
6565 Steubenville Pike	Pittsburgh	PA	15205
21150 Trolley Ind. Rd. Bldg. A	Taylor	MI	48180
3550 Washtenaw Ave.	Ann Arbor	MI	48104
18075 East 8 Mile Rd.	Eastpointe	MI	48021
3304 S. Linden Rd.	Flint	MI	48507
5204 W. Saginaw Hwy.	Lansing	MI	48917
19276 Middlebelt Rd.	Livonia	MI	48154
43420 West Oaks Rd.	Novi	MI	48377
2287 West Grand River Ave.	Okemos	MI	48864
2271 Elizabeth Lake Rd.	Pontiac	MI	48328

11480 Gratiot	Roseville	MI	48066
32808 N. Woodward Ave.	Royal Oak	MI	48073
23650 Eureka Rd.	Taylor	MI	48180
272 John R. Rd.	Troy	MI	48083
35147 Warren Rd.	Westland	MI	48185
45040 Northpointe Blvd.	Utica	MI	48315
3700 Havana Street #312	Denver	CO	80239
5545 Wadsworth Bypass Unit	Arvada	CO	80002
220 S. Abilene Street	Aurora	CO	80016
1550 S. Colorado Blvd.	Denver	CO	80210
4519 S. College Avenue	Ft. Collins	CO	80525
10460 W. Colfax Ave.	Lakewood	CO	80715
8055 W. Bowles Ave. Unit #3-A	Littleton	CO	80123
8449 S. Yosemite, Unit B	Lone Tree	CO	80124
8801 Harlan Street	Westminster	CO	80030
421 West 104th Ave., Unit L	North Glenn	CO	80233
900 E. Vermont Ave.	Anaheim	CA	92805
13170 Marlay Avenue	Fontana	CA	92335
403 West Imperial Hwy - Suite A	Brea	CA	92621
163 W. Ventura Blvd.	Camarillo	CA	93010
11670 Carmel Mtn. Rd.	San Diego	CA	92128
20775 South Avalon Blvd.	Carson	CA	90746
4004 Grand Ave. Unit B	Chino	CA	91710
386 East H Street #204	Chula Vista	CA	91910
390 McKinley St. Ste 116	Corona	CA	91719
1700 Newport Beach Blvd.	Costa Mesa	CA	92627
5577 Sepulveda Blvd.	Culver City	CA	90230
891-893 Jackman Street	El Cajon	CA	92020
211 N. El Camino Real	Encinitas	CA	92024
203-205 N. Central Ave.	Glendale	CA	91203
16091 Beach Blvd.	Huntington Beach	CA	92648
3881 Alton Pkwy	Irvine	CA	92714
4160 Kearny Mesa Rd.	San Diego	CA	92111
8815 Murray Drive	La Mesa	CA	91942
28121 Crown Valley Pkwy	Laguna Niguel	CA	92677
8610 Genesse Ave. Ste A	San Diego	CA	92122
4437 Candlewood St.	Lakewood	CA	90712
8961 Central Avenue	Montclair	CA	91763
8727 Tampa Avenue	Northridge	CA	91324
2515 A. Vista Way	Oceanside	CA	92054
1882 N. Tustin Ave.	Orange	CA	92665
638 Palomar St.	Chula Vista	CA	92011
865 East Colorado Blvd.	Pasadena	CA	91101
17727 East Gale Ave.	City of Industry	CA	91748
11010 Foothill Blvd. Unit A	Rancho Cucamonga	CA	91730

2740 Pacific Coast Highway	Torrance	CA	90504
980 Los Vallecitos Blvd.	San Marcos	CA	92059
1529 Wilshire Blvd.	Santa Monica	CA	90403
15037 Venture Blvd.	Sherman Oaks	CA	91423
3109 Sports Arena Blvd.	San Diego	CA	92110
40515 Winchester Road	Temelcula	CA	92591
180 N. Moorpark Road	Thousand Oaks	CA	91360
18605 Hawthorne Blvd.	Torrance	CA	90504
4221 E. Main St. Ste C	Ventura	CA	93003
12544 A Amargosa Road	Victorville	CA	92392
10749 West Pico Blvd.	Los Angeles	CA	90064
6041 Topanga Canyon Blvd.	Woodland Hills	CA	91367
4740 Lakeland Comm Pkwy 7-10	Lakeland	FL	33805
14369 N. Dale Mabry Hwy.	Tampa	FL	33618
402 N. Dale Mabry	Tampa	FL	33609
3951 Tyrone Blvd. N. Unit 801	St. Petersburg	FL	33709
701 North Congress Avenue	Boynton Beach	FL	33426
8242 Flagler Street	Miami	FL	33144
1030 West 49th Street	Hialeah	FL	33012
1749-55 N.E. 163rd Street	Miami	FL	33167
5705-5707 No. University Drive	Tamarac	FL	33321
2522 Okeechobee Blvd.	West Palm Beach	FL	33409
813 N. Decatur Street	Montgomery	AL	36104

The Bedding Experts, Inc.

140 E. Fullerton	Carol Stream	IL	60188
5689 S. Archer Avenue	Chicago	IL	60638
714 E. Rand Road	Arlington Heights	IL	60004
3145 S. Ashland Avenue	Chicago	IL	60638
109 S. Northwest Highway	Barrington	IL	60010
7446 S. Cicero	Chicago	IL	60629
185 E. Lake Street	Bloomingdale	IL	60108
136 Bolingbrook Drive	Bolingbrook	IL	60440
60 W. Dundee	Buffalo Grove	IL	60089
1825 159th Street	Calumet City	IL	60409
3101 N. Central Avenue	Chicago	IL	60634
1871 N. Clybourn Avenue	Chicago	IL	60614
19 Countryside Plaza	Countryside	IL	60525
13618 S. Cicero Avenue	Crestwood	IL	60445
4425 Northwest Highway	Crystal Lake	IL	60014
112 W. 87th Street	Chicago	IL	60620
3517 W. Devon Avenue	Chicago	IL	60659
1640 W. 75th Street	Downers Grove	IL	60517
1530 Ogden Avenue	Downers Grove	IL	60522
52 Biesterfield Road	Elk Grove Village	IL	60007

1952 Dempster Street	Evanston	IL	60202
2656 W. 95th Street	Evergreen Park	IL	60642
5 E. Grand	Fox Lake	IL	60020
1492 H. South Randall Road	Geneva	IL	60134
6170 W. Grand	Gurnee	IL	60031
3145 N. Halsted Street	Chicago	IL	60657
4602 N. Harlem Avenue	Harwood Heights	IL	60656
125 Skokie Valley Road	Highland Park	IL	60035
10431 Indianapolis Boulevard	Highland	IL	46322
18230 S. Halsted Street	Homewood	IL	60430
2306 Essington Road	Joliet	IL	60435
2240 Green Bay Road	Kenosha	WI	53142
507 E. Roosevelt Road	Lombard	IL	60148
4700 Lincoln Highway	Matteson	IL	60443
1501 W. North Avenue	Melrose Park	IL	60160
1008 Rand Road	Mt. Prospect	IL	60056
421 Townline Road	Mundelein	IL	60060
304 S. Rt. 59	Naperville	IL	60540
9519 Milwaukee Avenue	Niles	IL	60648
2960 Finley Road	Downers Grove	IL	60515
6324 W. 95th Street	Oak Lawn	IL	60453
1149-1151 Garfield Avenue	Oak Park	IL	60304
14718 LaGrange Road	Orland Park	IL	60462
4445 N. Pulaski Avenue	Chicago	IL	60630
6927 E. State Street	Rockford	IL	61108
120 E. Golf Road	Schaumburg	IL	60172
1226 S. Canal	Chicago	IL	60606
1090 S. Barrington Road	Streamwood	IL	60107
1546 E. Main Street	St. Charles	IL	60174
383 E. North Avenue	Villa Park	IL	60181
156 N. Wabash	Chicago	IL	60602
220 N. 8th Street	West Dundee	IL	60118
4851 N. Western Avenue	Chicago	IL	60625
27 Danada Square East	Wheaton	IL	60187

T.J.B., Inc.
none

Comfort Source Mattress Company
none

U.S. COPYRIGHT REGISTRATIONS

VA53297, Registered 6/18/80
Title: Bedding discounts, save today and tomorrow at the area's largest chain of bedding stores

VA53296, Registered 6/18/80
Title: Pick your firmness and price at the area's largest chain of bedding stores

VA51927, Registered 5/30/80
Title: ½ Price Sale

VA47026, Registered 3/28/80
Title: Public notice conducted by the hotel/motel mattress discounters

TX430328, Registered 3/10/80
Title: Today & tomorrow, grand opening one cent sale on all bed frames with every matching bedding set sold

PAu677584, Registered 10/15/84
Title: Have a good night's sleep on us

COPYRIGHT LICENSES

None

PATENTS

None

PATENT LICENSES

None

TRADEMARK REGISTRATIONS AND APPLICATIONS

See Attached

COMMON LAW MARKS

CLASSIC ELEGANCE
CONTOUR ULTIMATE
COUNTESS ELITE
DENSIFIED TORSO SUPPORT COLLECTION
DENSI-FLEX
DESIGN (Two Gymnasts)
DESIGN (Man in Circle)
DESIGN (Runner and bicyclist in a circle)
DURA-FLEX
EASTMAN HOUSE
ECSTASY
ETERNITY
GRAN MARQUIS
MAJESTY SUPREME
ORTHO COMFORT SERIES
ORTHOPEDIC FIRM
PROTECTOR EDGE
REGENCY
SERENITY
SOMEONE STILL CARES ABOUT QUALITY
ULTIMATE
ULTIMATE PILLOW TOP

TRADEMARK LICENSES

License Agreement between T.J.B., Inc. and Maggie Enterprises allowing Maggie Enterprises to use the MATTRESS DISCOUNTERS mark in Virginia Beach, Virginia

SCHEDULE 6
TO GUARANTEE AND COLLATERAL AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS
CONTINUED

TRADEMARK	COUNTRY	SERIAL NO.	CLIENT	STATUS	FILING DATE
BRICKPORT	USA	75/684126	MD	Pending	15-Apr-99
CHIRO CONTOUR	USA	75/539185	MD	Pending	19-Aug-98
COMFORT DIMENSIONS COLLECTION	USA	75/539181	MD	Pending	19-Aug-98
CONSTANT COMFORT COLLECTION	USA	75/460410	MD	Pending	31-Mar-98
CONTOUR GUARDIAN	USA	75/539225	MD	Pending	19-Aug-98
CONTOUR PREFERENCE	USA	75/539183	MD	Pending	19-Aug-98
CONTOUR PRESERVE	USA	75/539182	MD	Pending	19-Aug-98
CONTOUR PROTECTOR	USA	75/539184	MD	Pending	19-Aug-98
CUSHIONTON	USA	75/539228	MD	Pending	19-Aug-98
DENSIFIED TORSO SUPPORT ZONE	USA	75/496500	MD	Pending	05-Jun-98
DISTINCT COMFORT COLLECTION	USA	75/463405	MD	Pending	31-Mar-98
ECONO COMFORT COLLECTION	USA	75/460414	MD	Pending	31-Mar-98
EVER COMFORT COLLECTION	USA	75/460415	MD	Pending	31-Mar-98
FIRMINGHAM	USA	75/539226	MD	Pending	19-Aug-98
GENTLEFIELD	USA	75/684125	MD	Pending	15-Apr-99
GWENIVERE	USA	75/232641	MD	Pending	28-Jan-97
LUXURY WOOL DIMENSIONS	USA	75/539179	MD	Pending	19-Aug-98
MAGNA FLEX	USA	75/460417	MD	Pending	31-Mar-98
ORTHO COMFORT COLLECTION	USA	75/460477	MD	Pending	31-Mar-98
PERPETUAL COMFORT COLLECTION	USA	75/460411	MD	Pending	31-Mar-98
PILLOW SILK DIMENSIONS	USA	75/539178	MD	Pending	19-Aug-98
PLUSHMORE	USA	75/539227	MD	Pending	19-Aug-98
RAISING COMFORT TO A NEW DIMENSION	USA	75/496662	MD	Pending	05-Jun-98
RICHVILLE	USA	75/683302	MD	Pending	15-Apr-99
ROCKVILLE	USA	75/539176	MD	Pending	19-Aug-98
ROYAL SCEPTER	USA	75/684127	MD	Pending	15-Apr-99
SENSI-FLEX	USA	75/463404	MD	Pending	31-Mar-98
SHEER COMFORT COLLECTION	USA	75/460412	MD	Pending	31-Mar-98
SPINE DIMENSIONS	USA	75/539180	MD	Pending	19-Aug-98
SULTRESS	USA	75/232652	MD	Pending	28-Jan-97
SUPREME COMFORT COLLECTION	USA	75/460413	MD	Pending	31-Mar-98
TORSO FLEX	USA	75/460416	MD	Pending	31-Mar-98
ULTIMATE CASHMERE DIMENSIONS	USA	75/539177	MD	Pending	19-Aug-98
WE PUT AMERICA TO BED	USA	75/499722	MD	Pending	09-Jun-98
WOODLAWN	USA	75/683208	MD	Pending	15-Apr-99

SCHEDULE 6
TO GUARANTEE AND COLLATERAL AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	COUNTRY	REGISTRATION NO.	CLIENT	STATUS	RENEWAL DATE	REGISTRATION DATE
CHANCELLOR	USA	2142391	MD	Registered	10-Mar-2008	10-Mar-1998
CHIRO-PROTECTOR and design	USA	1912547	MD	Registered	15-Aug-2005	15-Aug-1995
COMFORT SOURCE	USA	1395720	MD	Registered	03-Jun-2006	03-Jun-1986
COMFORTSOURCE	USA	1321423	MD	Registered	19-Feb-2005	19-Feb-1985
CROWN PRINCE	USA	2194233	MD	Registered	06-Oct-2008	06-Oct-1998
GRAND DUKE	USA	2138649	MD	Registered	10-Mar-2008	24-Feb-1998
MATRIARCH	USA	2142390	MD	Registered	01-Sep-2008	10-Mar-1998
MATTRESSES TO GO	USA	2186727	MD	Registered	01-Sep-2008	01-Sep-1998
REGAL LADY	USA	2243289	MD	Registered	04-May-2009	04-May-1999
REGALIA	USA	2243290	MD	Registered	04-May-2009	04-May-1999
ROYAL COMFORT COLLECTION	USA	2202064	MD	Registered	03-Nov-2008	03-Nov-1998
ROYAL LADY	USA	2142389	MD	Registered	10-Mar-2008	10-Mar-1998
SLEEP DIMENSIONS	USA	2239338	MD	Registered	13-Apr-2009	13-Apr-1999
SQUIRE	USA	2137091	MD	Registered	17-Feb-2008	17-Feb-1998
THE BEDDING EXPERTS	USA	1613341	Bedding Experts	Registered	11-Sep-2000	11-Sep-1990
TORSO-ALIGNMENT ZONE	USA	2198992	MD	Registered	20-Oct-2008	20-Oct-1998
(800)BUY-A-BED	USA	2000477	MD	Registered	10-Sep-2006	10-Sep-1996
AMERICA'S VALUE LEADER MATTRESS DISCOUNTERS and design	USA	1922739	MD	Registered	26-Sep-2005	26-Sep-1995
HAVE A GOOD NIGHT'S SLEEP ON US	USA	1676268	MD	Registered	18-Feb-2002	18-Feb-1992
HAVE A GOOD NIGHT'S SLEEP ON US MATTRESS DISCOUNTERS (sound mark)	USA	1754344	MD	Registered	23-Feb-2003	23-Feb-1993
MATTRESS DISCOUNTERS	USA	1661181	MD	Registered	15-Oct-2001	15-Oct-1991
MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US and design	USA	1382786	MD	Registered	11-Feb-2006	11-Feb-1986
SLUMBERCARE	USA	2232593	MD	Registered	16-Mar-2009	16-Mar-1999

CONTRACTS

Supply Agreement between Mattress Discounters Corporation and Sealy Mattress Company, as amended as of August 6, 1999.

Master Purchase Agreement between Leggett S. Platt, Inc. and W.S. Manufacturing Company dated January 17, 1995.

Software License Agreement dated December 15, 1994 between JDA Software, Inc. and T.J.B., Inc.