

REC

03-03-2003

SHEET

U.S. DEPARTMENT OF
Patent and Trademark



Y

3-3.03

Tab settings

To the Honorable Commissioner of Pat.

102378738

Attached original documents or copy thereof.

1. Name of conveying party(ies): 3.3.03
Gaymar Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State NY
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

February 14, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Collateral Agent

Internal Address:

Street Address: 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State Delaware

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)

- SEE THE ATTACHED -

B. Trademark Registration

- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name:

Internal Address:

Federal Research Company, LLC
1030 15th Street, NW, Suite 920

Street Ad Washington, DC 20005

City: Stat - ZIP

6. Total number of applications and registrations 41

7. Total fee (37 CFR) \$ 1,040.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

03/04/2003 6TON11 00000039 2335005

DO NOT USE THIS SPACE

01 FC#1521 40.00 OP
02 FC#1522 1000.00 OP

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 of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

02/25/03

Date

Total number of pages including cover sheet, attachments, and

11

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

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY GAYMAR
IN FAVOR OF COLLATERAL AGENT**

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Gaymar Industries, Inc.	CLINI-DYNE	2,335,005	3/28/00
Gaymar Industries, Inc.	CLINI-FLOAT	2,143,251	3/10/98
Gaymar Industries, Inc.	COMPANION	2,022,327	12/10/96
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Gaymar Industries, Inc.	DISPOS-A-PROBE	1,273,172	4/3/84
Gaymar Industries, Inc.	GAYMAR	2,654,042	11/26/02
Gaymar Industries, Inc.	GAYMAR	1,095,061	7/4/78
Gaymar Industries, Inc.	ISOFLEX	2,390,427	9/26/00
Gaymar Industries, Inc.	ISOLIBRIUM	2,390,428	9/26/00
Gaymar Industries, Inc.	K.	687,635	11/3/59
Gaymar Industries, Inc.	K-MOD	2,563,036	4/23/02
Gaymar Industries, Inc.	MEDI-TEMP II	2,315,946	2/8/00
Gaymar Industries, Inc.	MEDI-THERM	2,294,433	11/23/99
Gaymar Industries, Inc.	MEDI-THERM II	2,295,910	11/30/99
Gaymar Industries, Inc.	MINI-K-THERMIA	1,344,154	6/25/85
Gaymar Industries, Inc.	BUTTERFLY Design	2,390,508	9/26/00
Gaymar Industries, Inc.	PAL	2,046,338	3/18/97
Gaymar Industries, Inc.	PILLO-PUMP	1,106,908	11/21/78
Gaymar Industries, Inc.	PURGEL	2,640,750	10/22/02
Gaymar Industries, Inc.	PURGEL & Design	2,640,751	10/22/02
Gaymar Industries, Inc.	SIDE-GARDS	2,577,338	6/11/02
Gaymar Industries, Inc.	SOF-MATT	2,012,483	10/29/96
Gaymar Industries, Inc.	SOF-PRESS	2,166,404	6/16/98
Gaymar Industries, Inc.	SPR-PLUS	1,853,012	9/6/94
Gaymar Industries, Inc.	T/PUMP	1,095,062	7/4/78
Gaymar Industries, Inc.	TEMPERATURE MANAGEMENT CONTINUUM	2,502,315	10/30/01
Gaymar Industries, Inc.	TOP-GARD	1,622,554	11/13/90
Gaymar Industries, Inc.	WHERE QUALITY CARE MEETS THE BOTTOM LINE	2,435,743	3/13/01

Foreign Trademark Registrations

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Gaymar Industries, Inc.	MEDI-TEMP II	Australia	795660	5/28/99
Gaymar Industries, Inc.	MEDI- THERM	Australia	795659	5/28/99
Gaymar Industries, Inc.	GAYMAR	Benelux	452938	9/9/88
Gaymar Industries, Inc.	T/PUMP	Benelux	450391	9/9/88
Gaymar Industries, Inc.	GAYMAR	Canada	366860	3/16/90
Gaymar Industries, Inc.	T/PUMP	Canada	366858	3/16/90
Gaymar Industries, Inc.	MEDI-TEMP II	China	1511190	1/21/01
Gaymar Industries, Inc.	MEDI- THERM	CTM	1285857	6/20/02
Gaymar Industries, Inc.	Butterfly Design	CTM	1399211	1/23/01
Gaymar Industries, Inc.	GAYMAR	France	1,492,175	10/5/88
Gaymar Industries, Inc.	T/PUMP	France	1,492,176	10/5/88
Gaymar Industries, Inc.	GAYMAR	Germany	1,148,432	10/24/89
Gaymar Industries, Inc.	MEDI-TEMP II	Indonesia	462152	1/15/01
Gaymar Industries, Inc.	MEDI- THERM	Indonesia	461868	1/12/01
Gaymar Industries, Inc.	GAYMAR	Italy	542728	4/8/91
Gaymar Industries, Inc.	T/PUMP	Italy	542729	4/8/91
Gaymar Industries, Inc.	GAYMAR	Japan	2,664,966	5/31/94
Gaymar Industries, Inc.	MEDI-TEMP II	Japan	4,440,542	12/15/00
Gaymar Industries, Inc.	MEDI- THERM	Japan	4,456,431	3/2/01
Gaymar Industries, Inc.	MEDI-TEMP II	Mexico	623510	9/21/99
Gaymar Industries, Inc.	MEDI- THEERM	Mexico	623509	9/21/99
Gaymar Industries, Inc.	MEDI-TEMP II	Singapore	T99/07703Z	7/23/99
Gaymar Industries, Inc.	MEDI- THERM	Singapore	T99/07702A	7/23/99
Gaymar Industries, Inc.	MEDI TEMP II	Taiwan	885366	3/16/00
Gaymar Industries, Inc.	MEDI- THERM	Taiwan	898598	8/1/00
Gaymar Industries, Inc.	MEDI-TEMP II	Thailand	Kor122246	6/29/99
Gaymar Industries, Inc.	MEDI- THERM	Thailand	Kor121134	6/29/99
Gaymar Industries, Inc.	GAYMAR	U.K.	1349530	6/28/88

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Gaymar Industries, Inc.	GAYMAR T/PUMP	U.K.	1349475	6/28/88
Gaymar Industries, Inc.	MEDI- THERM	Venezuela	P-226246	2/25/00

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Gaymar Industries, Inc.	AIRE SELECT	78/140,982	7/3/02
Gaymar Industries, Inc.	ACTIVE SENSOR TECHNOLOGY	78/139,918	6/28/02
Gaymar Industries, Inc.	AIR EXPRESS	78/188,473	11/25/92
Gaymar Industries, Inc.	AIRETOUCH	78/188,492	11/25/02
Gaymar Industries, Inc.	CAREMEDX	78/188,458	11/25/02
Gaymar Industries, Inc.	EQUAGEL	78/140,972	7/3/02
Gaymar Industries, Inc.	K THERMAL THERAPY & Design	78/134,705	6/11/02
Gaymar Industries, Inc.	K-THERMIA	76/379,533	3/7/02
Gaymar Industries, Inc.	O2ZONED	78/142,059	7/8/02
Gaymar Industries, Inc.	SURE-FLOAT	78/140,312	7/1/02
Gaymar Industries, Inc.	SYMMETRIC.AIRE	78/138,064	6/24/02
Gaymar Industries, Inc.	TRU-AIRE	78/188,476	11/25/02
Gaymar Industries, Inc.	TRU-TURN	78/188,489	11/25/02

Foreign Trademark Applications

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Gaymar Industries, Inc.	MEDI-TEMP II	Brazil	821763156	7/1/99
Gaymar Industries, Inc.	MEDI-THERM	Brazil	821884000	8/5/99
Gaymar Industries, Inc.	MEDI-TEMP II	CTM	1285808	8/19/99
Gaymar Industries, Inc.	MEDI-TEMP II	Venezuela	1999-012916	7/29/99

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY GAYMAR
IN FAVOR OF COLLATERAL AGENT**

Trademark Licenses

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
2,363,628	License Agreement	TekSource, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97
2,472,763	License Agreement	TekSource, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97
75/873,779 (application abandoned)	License Agreement	TekSource, LLC, as licensor, and Gaymar, Inc., as licensee	11/26/97

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2003, is between **GAYMAR INDUSTRIES, INC.**, a New York corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Collateral Agent (in such capacity, the "Grantee") for the benefit of the Secured Creditors (as such term is hereinafter defined in the Security Agreement).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as successor by merger to GH Acquisition, Inc., a Delaware corporation, is a party to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Gaymar Holding Company, LLC, a Delaware limited liability company, Waterloo Bedding Company, Limited, a corporation amalgamated under the laws of the Province of Ontario, Canada, Antares Capital Corporation, as Agent, and the financial institutions party thereto as Lenders, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee and the other Persons party thereto as Debtors, Grantor has granted to Grantee for the benefit of Grantee and the Secured Creditors a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

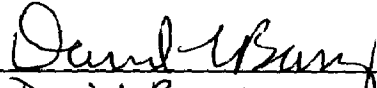
[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

GAYMAR INDUSTRIES, INC.,
a New York corporation

By: 
Name: Frank Lumbar
Title: CFO - Treasurer

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: 
Name: Daniel Barry
Title: Director

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Gaymar Industries, Inc.	MEDI-TEMP II	Venezuela	1999-012916	7/29/99