



Tab settings

To the Honorable Commissioner of Pa.

102378736

attached original documents or copy thereof.

1. Name of conveying party(ies):
Hanel, Inc.

3.3.03

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

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

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

3. Nature of conveyance:

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

February 14, 2003

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)

- NONE -

B. Trademark Registration

2,205,100

Additional numbers attached? NO

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
Washington, DC 20005

Street Address: _____

City: - _____ Stat - _____ ZIP |

6. Total number of applications and registrations

1

7. Total fee (37 CFR

\$ 40.00

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 00000041 2205100

DO NOT USE THIS SPACE

01 FC:8521

40.00 UP

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

6

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2003, is between **HANEL, INC.**, a California 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, Gaymar Industries, Inc., a New York corporation, as successor by merger to GH Acquisition, Inc., a Delaware corporation ("Borrower"), 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 ("Lenders") have entered into 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"), providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a Wholly-Owned Subsidiary of the Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such loans and other financial accommodations from the 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:

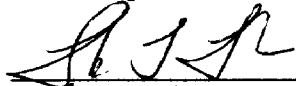
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill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

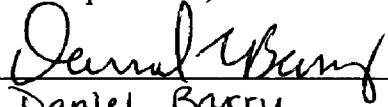
[Remainder of page intentionally left blank; signature page follows.]

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.

HANEL, INC.,
a California corporation

By: 
Name: Frank Lumbar
Title: CFD-Treasurer

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: 
Name: Daniel Barry
Title: Director

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

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Hanel, Inc.	PLEXUS	2,205,100	11/24/98

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Hanel, Inc.	PLEXUS	CTM	897405	5/20/01

U.S. Trademark Applications

None.

Foreign Trademark Applications

None.

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

Trademark Licenses

None.