

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Delaco Company		06/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SDA Enterprises, Inc.
Street Address:	777 South Flagler Drive
Internal Address:	East Tower; Suite 1000
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1432666	BAN SMOKE
Registration Number:	830946	SILHOUETTE
Registration Number:	2293017	SLEEPWELL
Registration Number:	1441613	SLEEPWELL 2-NITE
Registration Number:	1430837	TRIBIOTIC
Registration Number:	1485933	TRIBIOTIC PLUS

CORRESPONDENCE DATA	
Fax Number:	(212)697-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 696-6000
Email:	trademark@cm-p.com
Correspondent Name:	Curtis, Mallet-Prevost, Colt & Mosle LLP
Address Line 1:	101 Park Avenue
Address Line 2:	34th Floor
Address Line 4:	New York, NEW YORK 10178-0061

CH \$165.00 1432666

ATTORNEY DOCKET NUMBER:

DELACO - SDA SECURITY INT

NAME OF SUBMITTER:

Michael J. Brown

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of June 28, 2004, is made by THE DELACO COMPANY, a Delaware corporation (the "Grantor"), in favor of SDA ENTERPRISES, INC., a Florida corporation (the "Secured Party"). Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Loan Agreement or Security Agreement referred to below (as applicable).

WHEREAS, pursuant to that certain Secured Superpriority Debtor-In-Possession Postpetition Loan Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement") between the Grantor and the Secured Party, the Secured Party has agreed to make, upon the terms and conditions set forth therein, certain loans (the "Loans") to the Grantor; and

WHEREAS, as a condition precedent to the making of the Loans by the Secured Party under the Loan Agreement, the Grantor has entered into a Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which the Grantor has granted to the Secured Party a security interest in the property described therein, including certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of its right, title and interest in and to the following (the "Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions;

(c) all rights corresponding to the foregoing throughout the world, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds of any and all of the foregoing Collateral or arising from any of the foregoing.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under this Section 1 attach to any general intangible or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of applicable law or a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that the lien of this IP Security Agreement shall attach to such general intangible or other right immediately at such time as any such violation ceases and, to the extent severable, shall attach immediately to any portion of such contract, instrument, license or other documents that does not result in a violation.

Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor under the Loan Documents including, without limitation, payment of the principal of, interest on, and all other amounts due with respect to, the Loans, and the performance and observance by the Grantor of all the agreements, covenants and provisions contained in the Security Agreement, in the Loan Agreement and in the other Loan Documents, and the payment of any and all amounts from time to time owing under the Security Agreement, the Loan Agreement and the other Loan Documents.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

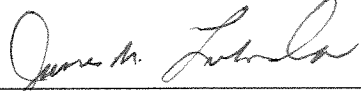
Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE DELACO COMPANY, as Grantor

By: 
Name: JAMES M. LUCKEIDA
Title: CHIEF RESTRUCTURING OFFICER
THE DELACO COMPANY

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Next Due Date</u>
BAN SMOKE	1432666	3/17/1987	Renewal 3/17/2007
SILHOUETTE	830946	6/27/1967	Renewal 6/27/2007
SLEEPWELL	2293017	11/16/1999	Declaration of Use 11/16/2005
SLEEPWELL 2-NITE (Stylized)	1441613	6/2/1987	Renewal 6/2/2007
TRIBIOTIC	1430837	3/3/1987	Renewal 3/3/2007
TRIBIOTIC PLUS	1485933	4/26/1988	Renewal 4/26/2008