

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Pacific Coast Feather Company

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

Citizenship (see guidelines) Washington

Execution Date(s) 9-17-2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association

Internal Address: 11th Floor

Street Address: 1420 Fifth Avenue

City: Seattle

State: WA

Country: U.S. Zip: 98101

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National banking association

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Lisa Rein

Internal Address: Davis Wright Tremaine LLP

Street Address: 1501 Fourth Avenue
Suite 2600

City: Seattle

State: WA Zip: 98101

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

128

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 040258
Authorized User Name Kristine Fyfe

9. Signature:

Kristine Fyfe
Signature

10-13-04
Date

Kristine Fyfe
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **17**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$3215.00 040258 75258360

| TRADEMARK | APP. NUMBER | APP. DATE |
|---------------------|-------------|-----------|
| BARRIER WEAVE | 75258360 | 3-17-97 |
| BARRIER WEAVE | 75337584 | 8-7-97 |
| COMFORT CORE | 75257132 | 3-14-97 |
| COMFORTER SHAM | 74497549 | 3-7-94 |
| DREAMWORKS | 75818365 | 10-12-99 |
| HUNK | 74397993 | 6-7-93 |
| MAXILOFT | 74482212 | 1-25-94 |
| MICROFEATHER | 75769424 | 8-5-99 |
| OPTIMA | 76151852 | 10-23-00 |
| PACIFIC COAST GRAND | 76334042 | 11-5-01 |
| SANTUARY | 75092230 | 4-22-96 |
| SOFT CARESS | 73786207 | 3-13-89 |
| STRETCHFIT | 76130776 | 9-20-00 |

| TRADEMARK | REG. NUMBER | REG. DATE |
|---------------------------|-------------|-----------|
| ACCUSTOM | 2834146 | 4-20-04 |
| AFTON | 2671953 | 1-7-03 |
| ALWAYS GROWING TOGETHER | 2811544 | 2-3-04 |
| ARC | 2722432 | 5-20-03 |
| BED ARMOR | 2846850 | 5-25-04 |
| BEYOND COMFORT | 2014240 | 11-5-96 |
| BIG Z | 2270499 | 8-17-99 |
| CAPTURETOP | 2580129 | 6-11-02 |
| CHILDREN'S BEDTIME PILLOW | 2262691 | 7-20-99 |
| CHILDREN'S HEALTH PILLOW | 2322562 | 2-22-00 |
| COMFORT CENTRAL | 1882267 | 3-7-95 |
| COMFORT CHAMBER | 2792349 | 12-9-03 |
| COMFORT LOCK | 1998955 | 9-10-96 |
| COMFORTHOLD | 2383659 | 9-5-00 |
| COMFORTING MOMENTS | 2072170 | 6-17-97 |
| COMFORTLITE | 2103708 | 10-7-97 |
| CONFORMANCE | 1505987 | 9-27-88 |
| CONTINUUM | 2259391 | 7-6-99 |
| CROWN OF DOWN | 1946007 | 1-2-96 |
| DEMI VELOUR | 1564544 | 11-7-89 |
| DOUBLE DECKER | 2701327 | 3-25-03 |
| DOUBLESTUFF | 2411319 | 12-5-00 |
| DOWN EMBRACE | 2244632 | 5-11-99 |
| DOWN ON TOP | 1946008 | 1-2-96 |
| DOWN SIDE UP | 1565992 | 11-14-89 |
| DOWN SURROUND | 1949403 | 1-16-96 |
| DOWN WRAP | 2587320 | 7-2-02 |
| DOWN-AROUND | 1292323 | 8-28-84 |
| DOWNLOCK | 2095513 | 9-9-97 |
| DOWNTIGHT | 2418257 | 1-2-01 |
| DOWNWORKS | 2476557 | 8-7-01 |
| DREAM SENSATIONS | 2143264 | 3-10-98 |
| DREAMFLUFF | 2414607 | 12-19-00 |
| DURADOWN | 2698287 | 3-18-03 |
| DURAFILL | 1473201 | 1-19-88 |
| DURAMAX | 2427434 | 2-6-01 |

| TRADEMARK | REG. NUMBER | REG. DATE |
|--|-------------|-----------|
| ELLIPSE | 2806488 | 1-20-04 |
| EMBRACE | 1772376 | 5-18-93 |
| ENCHANTED | 2396114 | 10-17-00 |
| ENCOMPASS | 2569503 | 5-14-02 |
| EURO REST | 2663759 | 12-17-02 |
| EUROCLOSE | 2764727 | 9-16-03 |
| EURODOWN | 1411336 | 9-30-86 |
| EUROFEATHER | 1991863 | 8-6-96 |
| EVEN EDGE | 2657337 | 12-3-02 |
| FEATHERLOCK | 2182565 | 8-18-98 |
| FEATHERSOFT | 2499127 | 10-16-01 |
| FLANNEL CARESS | 1947358 | 1-9-96 |
| FLEXILOFT | 2558362 | 4-9-02 |
| FLUFFYEDGE | 2677744 | 1-21-03 |
| FOR YOUR COMFORT... NATURALLY | 1682997 | 4-14-92 |
| FOR YOUR COMFORT... NATURALLY | 1842970 | 7-5-94 |
| FOUR STAR | 2692542 | 3-4-03 |
| GRAND EMBRACE | 2244631 | 5-11-99 |
| GRANDKID | 2453505 | 5-22-01 |
| GUEST COMFORT COLLECTION | 2832237 | 4-13-04 |
| HIGH LOFT | 1470348 | 12-29-87 |
| HUNK | 1747136 | 1-19-93 |
| HYPERCLEAN | 2065582 | 5-27-97 |
| INN COMFORT COLLECTION | 2237609 | 4-6-99 |
| LUXURYDRAPE | 2675433 | 1-14-03 |
| MAXILOFT | 2747902 | 8-5-03 |
| MICROFIBER CLUSTERS | 2394405 | 10-10-00 |
| MICROFIL | 1932149 | 10-31-95 |
| THE MIRACLE SHEET | 2759888 | 9-2-03 |
| NATURAL CHAMBERS | 2065340 | 5-27-97 |
| NATURAL LIVING | 2795913 | 12-16-03 |
| NATURAL PLEASURES | 1927083 | 10-17-95 |
| NATURE'S TOUCH | 2155078 | 5-5-98 |
| NORTHERN NIGHTS | 1900678 | 6-20-95 |
| OPTAFIL | 1717102 | 9-15-92 |
| OUR CHOICE PILLOW | 2487744 | 9-11-01 |
| OUR FAVORITE PILLOW | 2492830 | 9-25-01 |
| OUR PREFERRED PILLOW | 2357855 | 6-13-00 |
| OUR RECOMMENDED PILLOW | 2352163 | 5-23-00 |
| PACIFIC COAST | 1949211 | 1-16-96 |
| PACIFIC COAST FEATHER CO. SINCE 1884 AND DESIGN | 1997118 | 8-27-96 |
| PACIFIC COAST GRAND | 2792723 | 12-9-03 |
| PCF SUPERFLUFF | 2453762 | 5-22-01 |
| PILLOWWORKS | 2396467 | 10-17-00 |
| POLYFIBER COILS | 2394404 | 10-10-00 |
| POWER FILL | 2072070 | 6-17-97 |
| PROGUARD | 2531647 | 1-22-02 |
| QUICK SHIP | 2821412 | 3-9-04 |
| RADIANCE | 1928681 | 10-17-95 |
| RELIAGRIP | 2752549 | 8-19-03 |

| TRADEMARK | REG. NUMBER | REG. DATE |
|---------------------------|-------------|-----------|
| RESTFUL NIGHTS | 2747025 | 8-5-03 |
| RETSAFE | 2143268 | 3-10-98 |
| ROYALOFT | 2184291 | 8-25-98 |
| SECUREFIT | 2523708 | 12-25-01 |
| SIMPLE SNAP | 2713951 | 5-6-03 |
| SIX STAR | 2692543 | 3-4-03 |
| SLEEPSAFE | 2145218 | 3-17-98 |
| SLEEPTOOLS | 2602424 | 7-30-02 |
| SLUMBER CORE | 2798849 | 12-23-03 |
| SMART WEAVE | 2526218 | 1-1-02 |
| SMOOTHFIT | 2559983 | 4-9-02 |
| SOFT SIDE-UP | 1829858 | 4-5-94 |
| STAYFIT | 2698221 | 3-18-03 |
| SUPER FIT | 2701340 | 3-25-03 |
| SUPER STUFF | 2776391 | 10-21-03 |
| SUREHOLD | 2587466 | 7-2-02 |
| SYMMETRY | 1690212 | 6-2-92 |
| TAILORIST | 2752550 | 8-19-03 |
| THE NATURAL HEALTH PILLOW | 2012470 | 10-29-96 |
| THE UNCRUSHABLE PILLOW | 2322111 | 2-22-00 |
| THREESTAR | 2190536 | 9-22-98 |
| TRUEFIT | 2620049 | 9-17-02 |
| TRUE HOLD | 2678666 | 1-21-03 |
| TRUWEAVE | 2750771 | 8-12-03 |
| TWO STAR | 2692544 | 3-4-03 |
| ULTRA VELOUR | 1904437 | 7-11-95 |
| UTOPIA | 2213236 | 12-22-98 |
| VALUEFILL | 1470700 | 12-29-87 |
| VESTA | 2848773 | 6-1-04 |

**AMENDED AND RESTATED AGREEMENT REGARDING
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made effective as of September 17, 2004, by and between PACIFIC COAST FEATHER COMPANY, a Washington corporation, whose address is 1964 Fourth Avenue South, Seattle, WA 98134 ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (hereinafter, in such capacity, together with any successors or assigns in such capacity, the "Secured Party") for the benefit the Banks as defined in the Credit Agreement described below.

RECITALS

A. Borrower, Secured Party, and the Banks are party to that certain Amended and Restated Credit Agreement dated September 17, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given in the Credit Agreement. The Credit Agreement together with the Loan Documents are referred to herein collectively as the "Loan Documents."

B. The Credit Agreement replaces that certain prior credit agreement dated as of June 6, 2000, between Borrower, Secured Party and the Banks party thereto (the "Prior Credit Agreement") pursuant to which Borrower entered into that certain Agreement Regarding Security Interest in Intellectual Property dated as of June 6, 2000 (the "Prior Security Agreement"), which was recorded with the U.S. Patent and Trademark Office ("PTO"). whereby Banks have agreed to make certain loans to Borrower under certain terms and conditions.

C. Pursuant to the terms of the Credit Agreement, the execution and delivery of this Agreement amending and restating the Prior Security Agreement is a material condition precedent to the obligation of Banks to make loans to Borrower under the Credit Agreement and of the Issuing Bank to issue letters of credit for the account of Borrower thereunder.

D. Secured Party desires to have Secured Party's lien and security interest in the Collateral confirmed by recording this document with the PTO.

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower, and to secure the obligations owing under the Loan Documents, Borrower collaterally assigns and grants to Secured Party a lien and security interest in:

1.1 All of Borrower's right, title and interest in and to all copyrights, proprietary information, trade secrets, patents, patent applications, trademarks, service marks, trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the letters patents, trademark and service mark registrations listed in Exhibit A attached hereto and all renewals thereof and any future letters patents and trademark and service mark registrations and renewals thereof (the "Patents and Trademark Registrations"); (b) the patent applications and trademark registration applications listed in Exhibit A and any Patents and Trademark Registrations that may be issued on any of those applications and any future Patents and Trademark Registration applications, to the full extent allowable by law (the "Patents and Trademark Applications"); (c) all future copyright applications and registrations (the "Copyright Registrations"); (d) all future royalties or other fees paid or payments made or owed to Borrower with respect to the Intellectual Property (the "Royalties"); and (e) proceeds of any and all of the foregoing (the Intellectual Property, Patents and Trademark Registrations, Patents and Trademark Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

1.2 All rights, interests, claims and demands that Borrower has or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "Claims") (the Intellectual Property Rights and Claims are referred to collectively as the "Collateral").

2. BORROWER'S WARRANTY. Borrower warrants and represents that:

2.1 To the best of Borrower's knowledge, Borrower is the true and lawful exclusive owner of the Intellectual Property Rights, including all rights and interests granted by this Agreement.

2.2 To the best of Borrower's knowledge, the Collateral is valid and enforceable.

2.3 Borrower has full power and authority to execute and deliver this Agreement.

2.4 Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement.

2.5 To the best of Borrower's knowledge, the Intellectual Property Rights and all interests granted in the Collateral are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for licenses entered into in the ordinary course of business.

3. **AFFIRMATIVE COVENANTS.** Borrower further covenants that, until all of the above-described obligations have been satisfied in full, Borrower will:

3.1 Not enter into any agreement(s), including, without limitations, license agreements, which are inconsistent with Borrower's undertakings and covenants under the Loan Documents or this Agreement or which restrict or impair Secured Party's right to realize upon the security interest granted under this Agreement.

3.2 Take steps reasonable in the exercise of its good business judgment to protect, maintain and enforce the Intellectual Property Rights, and maintain the quality of the goods and services associated with all patents, trademarks, service marks, and trade names at or above the level of quality as of the date of this Agreement.

4. **RESTRICTIONS ON SALE OF FURTHER ENCUMBRANCE.** Borrower agrees not to sell, assign or further encumber Borrower's rights and interests in the Collateral without the prior written consent of Secured Party, except such licenses as Borrower in the exercise of its reasonable business judgment elects to grant; provided such licenses are made at arms length, and if such licenses are made to an affiliate, such licenses shall remain subordinate to the interests of Secured Party as provided in this Agreement.

5. **SECURED PARTY'S RIGHTS ON DEFAULT.** If an event of default shall occur under Loan Documents, Secured Party, as the holder of a security interest under the Washington Uniform Commercial Code as now or hereafter in effect, may take such action as is permitted by law or in equity, in Secured Party's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, Borrower hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in Secured Party's sole discretion, as Borrower's true and lawful attorney-in-fact with the power to endorse Borrower's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Borrower or by Secured Party on Borrower's behalf, necessary for Secured Party or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Borrower hereby ratifies all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Agreement, provided such attorney-in-fact acts in a commercially reasonable manner. This power of attorney shall be irrevocable during the term of the Loan Documents.

6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Credit Agreement and the lapse of any applicable cure period, and at all times thereafter, Secured Party shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies provided elsewhere within the Security Agreement or in any other writing executed by Borrower. Secured Party will give Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such

notice is mailed to the last known address of Borrower at least ten (10) Business Days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Secured Party may purchase the Collateral. After deduction for Secured Party's sale related expenses, the residue of any such proceeds of sale shall be applied in satisfaction of the Borrower's obligations in such order of preference as Secured Party may determine. Any excess, to the extent permitted by law, shall be paid to Borrower, and Borrower shall remain liable for any deficiency. Secured Party shall have the right, but not the obligation, to take all such actions and to do all such things as Secured Party deems reasonably necessary to protect and preserve the Collateral and Secured Party's rights hereunder.

7. **FILING OF DOCUMENTS WITH PTO.** Borrower shall in its reasonable business judgment, at Borrower's own expense, diligently file and prosecute all Patents and Trademark Registrations, and Patents and Trademark Applications relating to the Collateral in the PTO, and shall in its reasonable business judgment pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and, except in its reasonable business judgment, shall not abandon any such Collateral before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Collateral without the prior written consent of Secured Party.

8. **FEES, COSTS AND EXPENSES.** Any and all reasonable fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise reasonably incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Borrower on demand by Secured Party and, until paid, shall be added to the obligations described in the Loan Documents.

9. **SUIT TO ENFORCE COLLATERAL.** Borrower shall provide Secured Party with prompt written notice of any suit to enforce the Collateral. Secured Party may, at Secured Party's option, be joined as a nominal party to the suit if Secured Party shall be satisfied that joinder is necessary and that Secured Party is not thereby incurring any risk of liability by that joinder. Borrower shall promptly, on demand, reimburse and indemnify, defend and hold Secured Party harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Secured Party pursuant to this Section 9 and all other actions and conduct of Borrower with respect to the Intellectual Property Rights during the term of this Agreement.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Borrower fails to comply with any of Borrower's undertakings and covenants under the Loan Documents or this Agreement, Secured Party may, at Secured Party's sole option, do so in Secured Party's name, but at Borrower's expenses. Borrower agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending, enforcing and maintaining the Collateral.

12. **TERMINATION OF SECURED PARTY'S INTEREST IN COLLATERAL.** On full and unconditional satisfaction of all of Borrower's obligations to Secured Party under the Loan Documents, Secured Party shall execute and deliver to Borrower all documents necessary to terminate Secured Party's security interests in the Collateral.

13. **NOT A CONDITIONAL ASSIGNMENT OR PRESENT ASSIGNMENT OF TITLE.** Secured Party and Borrower intend this document to evidence a security interest enforceable against the Collateral as a security interest against the Patents and Trademark Registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q.2d 1098 (TTAB 1996) or a present assignment of title.

14. **RECORDATION OF AGREEMENT.** Borrower hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and/or the Copyright Office, as appropriate. Borrower shall give Secured Party prompt notice upon the filing of all future Patents and Trademark Applications and upon the receipt of all Patents and Trademark Registrations and Copyright Registrations, with sufficient detail to allow recording of this Agreement as to such future applications and registrations. Borrower agrees that such future registrations may be added to the Exhibits hereto to facilitate such recording.

15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Borrower's successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **CONFLICTS.** To the extent the terms and provisions of this Agreement are in direct conflict with the Loan Documents, the terms and provisions of this Agreement shall govern.

18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BORROWER:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation

E. A. Ross
By: Eric A. Ross
Its: President & Co.

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BORROWER:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation

By: _____
Its: _____

SECURED PARTY:

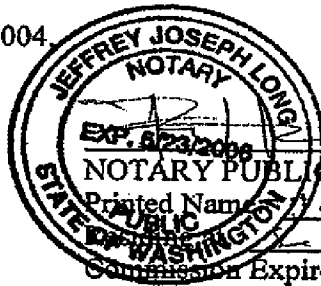
U.S. BANK NATIONAL ASSOCIATION,
as Agent

Byron Richards
By: Byron Richards
Its: Senior Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Eric A. Moen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PACIFIC COAST FEATHER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2004.



Joseph Long
NOTARY PUBLIC in and for the State of Washington
Printed Name: Jeffrey Joseph Long
Seattle, King County
Commission Expires: 5/23/04

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of U.S. BANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2004.

NOTARY PUBLIC in and for the State of Washington
Printed Name: _____
Residing at: _____
Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of PACIFIC COAST FEATHER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2004.

NOTARY PUBLIC in and for the State of Washington
Printed Name: _____
Residing at: _____
Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that BYRON RICHARDS is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Senior Vice President of U.S. BANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 14, 2004.



Natasha Hovanski

NOTARY PUBLIC in and for the State of Washington
Printed Name: Natasha Hovanski
Residing at: Seattle, WA
Commission Expires: 3/13/06

EXHIBIT A

Patents and Trademark Registrations - Pacific Coast Feather Company

| Mark | Country | Serial # | Filing Date | Registration # | Registration Date | Patent # |
|-----------------------------------|---------|------------|-------------|----------------|-------------------|----------|
| ACCUSTOM | US | 76/521,358 | 06/09/03 | 2,834,146 | 04/20/04 | |
| AFTON | US | 76/380,304 | 03/11/02 | 2,671,953 | 01/07/03 | |
| ALWAYS GROWING TOGETHER | US | 76/455,732 | 10/04/02 | 2,811,544 | 02/03/04 | |
| ARC | US | 76/330,119 | 10/29/01 | 2,722,432 | 05/20/03 | |
| BARRIER WEAVE | US | 75/258,360 | 03/17/97 | | N/A | |
| BARRIER WEAVE | US | 75/337,584 | 08/07/97 | | N/A | |
| BED ARMOR | US | 78/216,613 | 02/19/03 | 2,846,850 | 05/25/04 | |
| BEYOND COMFORT | US | 74/577,708 | 09/23/94 | 2,014,240 | 11/05/96 | |
| BIG Z | US | 75/458,046 | 03/27/98 | 2,270,499 | 08/17/99 | |
| CAPTURETOP | US | 76/142,879 | 10/20/00 | 2,580,129 | 06/11/02 | |
| CHILDREN'S BEDTIME PILLOW | US | 75/455,371 | 03/23/98 | 2,262,691 | 07/20/99 | |
| CHILDREN'S HEALTH PILLOW | US | 75/455,206 | 03/23/98 | 2,322,562 | 02/22/00 | |
| COMFORT CENTRAL | US | 74/481,802 | 01/24/94 | 1,882,267 | 03/07/95 | |
| COMFORT CHAMBER | US | 76/352,308 | 12/26/01 | 2,792,349 | 12/09/03 | |
| COMFORT CORE | US | 75/257,132 | 03/14/97 | | N/A | |
| COMFORT LOCK | US | 74/483,254 | 01/27/94 | 1,998,955 | 09/10/96 | |
| COMFORTER HAVING A STITCH PATTERN | US | 29/045,907 | 11/02/85 | | | 392,497 |
| COMFORTER HAVING A STITCH PATTERN | US | 29/053,537 | 04/24/96 | | | 395,187 |
| COMFORTER HAVING A STITCH PATTERN | US | 29/056,621 | 07/03/96 | | | 395,974 |
| COMFORTER HAVING A STITCH PATTERN | US | 29/056,622 | 07/03/96 | | | 397,578 |
| COMFORTER SHAM | US | 74/497,549 | 03/07/94 | | | |
| COMFORTHOLD | US | 75/379,990 | 10/27/97 | 2,383,659 | N/A | |
| COMFORTING MOMENTS | US | 74/566,485 | 08/29/94 | 2,072,170 | 09/05/00 | |
| COMFORTLITE | US | 74/494,256 | 02/25/94 | 2,103,708 | 06/17/97 | |
| CONFORMANCE | US | 73/707,078 | 01/22/88 | 1,505,987 | 10/07/97 | |
| CONTINUUM | US | 75/482,852 | 05/11/98 | 2,259,391 | 09/27/88 | |
| CROWN OF DOWN | US | 74/437,383 | 09/20/93 | 1,946,007 | 07/06/99 | |
| DEMI VELOUR | US | 73/679,156 | 11/07/89 | 1,564,544 | 01/02/96 | |
| DOUBLE DECKER | US | 76/331,776 | 10/29/01 | 2,701,327 | 03/25/03 | |
| DOUBLESTUFF | US | 75/637,883 | 02/08/99 | 2,411,319 | 12/05/00 | |
| DOWN EMBRACE | US | 75/455,209 | 03/23/98 | 2,244,632 | 05/11/99 | |
| DOWN ON TOP | US | 74/437,385 | 09/20/93 | 1,946,008 | 01/02/96 | |
| DOWN SIDE UP | US | 73/786,661 | 03/14/89 | 1,565,992 | | |
| DOWN SURROUND | US | 74/437,384 | 09/20/93 | 1,949,403 | 01/16/96 | |
| DOWN WRAP | US | 76/052,619 | 05/22/00 | 2,587,320 | 07/02/02 | |
| DOWN-AROUND | US | 73/445,911 | 09/29/83 | 1,292,323 | 08/28/84 | |
| DOWNLOCK | US | 74/576,144 | 09/20/94 | 2,095,513 | 09/09/97 | |
| DOWNTIGHT | US | 75/635,957 | 02/08/99 | 2,418,257 | | |
| DOWNWORKS | US | 75/818,364 | 10/12/99 | 2,476,557 | 08/07/01 | |
| DREAM SENSATIONS | US | 75/081,435 | 04/01/96 | 2,143,264 | | |

| Mark | Country | Serial # | Filing Date | Registration # | Registration Date | Patent # |
|--|---------|------------|-------------|----------------|-------------------|-----------|
| DREAMFLUFF | US | 75/636,636 | 02/08/99 | 2,414,607 | | |
| DREAMWORKS | US | 75/818,365 | 10/12/99 | | N/A | |
| DURADOWN | US | 76/072,594 | 06/19/00 | 2,698,287 | 03/18/03 | |
| DURAFILL | US | 73/657,595 | 04/27/87 | 1,473,201 | | |
| DURAMAX | US | 75/636,748 | 02/08/99 | 2,427,434 | | |
| ELLIPSE | US | 76/495,836 | 03/10/03 | 2,806,488 | 01/20/04 | |
| EMBRACE | US | 74/197,577 | 08/23/91 | 1,772,376 | 05/18/93 | |
| ENCHANTED | US | 75/092,229 | 04/22/96 | 2,396,114 | | |
| ENCOMPASS | US | 76/121,955 | 09/05/00 | 2,569,503 | 05/14/02 | |
| EURO REST | US | 75/852,933 | 11/17/99 | 2,663,759 | 12/17/02 | |
| EUROCLOSE | US | 76/072,592 | 06/19/00 | 2,764,727 | 09/16/03 | |
| EURODOWN | US | 73/546,201 | 07/02/85 | 1,411,336 | | |
| EUROFEATHER | US | 74/555,521 | 08/01/94 | 1,991,863 | 08/06/96 | |
| EVEN EDGE | US | 76/132,298 | 09/21/00 | 2,657,337 | 12/03/02 | |
| FEATHERLOCK | US | 74/233,466 | 12/26/91 | 2,182,565 | | |
| FEATHERSOFT | US | 76/016,034 | 04/03/00 | 2,499,127 | 10/16/01 | |
| FILLED TOPPER AND FEATHERBED COMBINATIONS | US | 08/919,495 | 08/28/97 | | | 6,009,579 |
| FITTED BED SHEET OR MATTRESS PAD WITH ELASTICIZED HEAD & FOOT PANELS | US | 08/062,436 | 05/12/93 | | | 5,287,574 |
| FLANNEL CARESS | US | 74/482,213 | 01/25/94 | 1,947,358 | 02/22/94 | |
| FLEXILOFT | US | 76/151,853 | 10/23/00 | 2,558,362 | 01/09/96 | |
| FLUFFYEDGE | US | 76/392,312 | 04/08/02 | 2,677,744 | 4/9/02 | |
| FOR YOUR COMFORT . . . NATURALLY (COMFORTERS) | US | 74/079,078 | 04/14/92 | 1,682,997 | 1/21/03 | |
| FOR YOUR COMFORT . . . NATURALLY (PILLOWS) | US | 74/359,070 | 04/14/92 | 1,842,970 | 07/05/94 | |
| FOUR STAR | US | 76/345,671 | 12/06/01 | 2,692,542 | 03/04/03 | |
| GRAND EMBRACE | US | 75/455,208 | 03/23/98 | 2,244,631 | 05/11/99 | |
| GRANDKID | US | 75/454,403 | 03/23/98 | 2,453,505 | 05/22/01 | |
| GUEST COMFORT COLLECTION | US | 75/760,679 | 07/26/99 | 2,832,237 | 04/13/04 | |
| GUSSETED PILLOW WITH PLEATED TOP AND BOTTOM SECTIONS (SUPER LOFT) | US | 10/402,605 | 03/28/03 | | | 6,760,935 |
| HIGH LOFT | US | 73/660,206 | 05/11/87 | 1,470,348 | 07/13/04 | |
| HIGH LOFT COMFORTER PATENT | US | 09/474,878 | 12/29/99 | 1,747,136 | 10/16/2001 | 6,301,730 |
| HUNK | US | 74/281,877 | 01/19/93 | | | |
| HUNK | US | 74/397,993 | 06/07/93 | | | |
| HYPERCLEAN | US | 74/648,845 | 03/20/95 | 2,065,582 | 05/27/97 | |
| INN COMFORT COLLECTION | US | 75/304,444 | 06/06/97 | 2,237,609 | | |
| LUXURYDRAPE | US | 76/052,883 | 05/22/00 | 2,675,433 | 01/14/03 | |
| MATTRESS COVER, A | US | | 04/08/98 | | | 5,970,544 |
| MIMMILOFT | US | 74/482,212 | 01/25/94 | | N/A | |
| MIMMILOFT | US | 76/151,535 | 10/23/00 | 2,747,902 | 08/05/03 | |
| MIMMILOFT | US | 75/769,424 | 08/05/99 | | 12/25/01 | |
| MIMMILOFT | US | 75/495,408 | 06/03/98 | 2,394,405 | | |
| MIMMILOFT | US | 74/465,476 | 12/06/93 | 1,932,149 | 10/31/95 | |
| MIMMILOFT | US | 76/331,697 | 10/30/01 | 2,759,888 | 09/02/03 | |
| MIMMILOFT | US | 74/437,695 | 09/20/93 | 2,065,340 | | |
| MIMMILOFT | US | 76/442,754 | 08/22/02 | 2,795,913 | 12/16/03 | |
| MIMMILOFT | US | 74/483,030 | 01/27/94 | 1,927,083 | 10/17/95 | |
| MIMMILOFT | US | 74/482,214 | 01/25/94 | 2,155,078 | 05/05/98 | |
| MIMMILOFT | US | 74/533,933 | 06/06/94 | 1,900,678 | 06/20/95 | |

| Mark | Country | Serial # | Filing Date | Registration # | Registration Date | Patent # |
|--|---------|------------|-------------|----------------|-------------------|-----------|
| OPTAFIL | US | 74/080,092 | 09/15/92 | 1,717,102 | | |
| OPTIMA | US | 76/151,852 | 10/23/00 | | | |
| OUR CHOICE PILLOW | US | 75/070,413 | 03/11/96 | 2,487,744 | 09/11/01 | |
| OUR FAVORITE PILLOW | US | 75/070,414 | 03/11/96 | 2,492,830 | 09/25/01 | |
| OUR PREFERRED PILLOW | US | 75/069,802 | 03/11/96 | 2,357,855 | 06/13/00 | |
| OUR RECOMMENDED PILLOW | US | 75/069,803 | 03/11/96 | 2,352,163 | 05/23/00 | |
| PACIFIC COAST | US | 74/648,042 | 03/17/95 | 1,949,211 | 01/16/96 | |
| PACIFIC COAST FEATHER CO. SINCE 1884 | US | 75/000,867 | 10/02/95 | 1,997,118 | 08/27/96 | |
| PACIFIC COAST GRAND | US | 76/975,951 | 11/05/01 | 2,792,723 | 12/9/03 | |
| PACIFIC COAST GRAND PATENTS | US | 76/334,042 | 11/05/01 | | | |
| PCF SUPERFLUFF | US | 75/636,637 | 02/08/99 | 2,453,762 | 5/22/01 | 5,557,816 |
| PILLOW HAVING MULTIPLE INTERIOR VOLUMES | US | | 10/29/93 | | | |
| PILLOWWORKS | US | 75/636,647 | 02/08/99 | 2,396,467 | | |
| POLYFIBER COILS | US | 75/494,639 | 06/01/98 | 2,394,404 | | |
| POWER FILL | US | 74/450,485 | 10/25/93 | 2,072,070 | 06/17/97 | |
| PROGUARD | US | 76/102,911 | 08/03/00 | 2,531,647 | 01/22/02 | |
| QUICK SHIP | US | 75/397,899 | 12/01/97 | 2,821,412 | 03/09/04 | |
| QUILTED-TOP FEATHERBED | US | 09/474,339 | 12/29/99 | | | |
| RADIANCE | US | 74/494,257 | 02/25/94 | 1,928,681 | 6/8/2004 | 6,745,419 |
| RANDOM FLOW DOWN COMFORTER WITH A RESTRICTED BORDER REGION | US | 07/959,080 | 10/09/92 | | 10/17/95 | |
| RELIAGRIP | US | 76/455,729 | 10/04/02 | 2,752,549 | 04/05/94 | 5,299,333 |
| RESTFUL NIGHTS | US | 76/463,983 | 11/04/02 | 1,747,025 | 08/19/03 | |
| RESTSAFE | US | 75/082,499 | 04/02/96 | 2,143,268 | 08/05/03 | |
| ROYALFT | US | 75/482,215 | 01/25/94 | 2,184,291 | 03/10/98 | |
| SANCTUARY | US | 75/092,230 | 04/22/96 | | 08/25/98 | |
| SECUREFIT | US | 76/130,775 | 09/20/00 | 2,523,708 | N/A | |
| SIMPLE SNAP | US | 76/016,032 | 04/03/00 | 2,713,951 | 12/25/01 | |
| SIX STAR | US | 76/345,672 | 12/06/01 | 2,692,543 | 05/06/03 | |
| SLEEPSAFE | US | 75/081,436 | 04/01/96 | 2,145,218 | 03/04/03 | |
| SLEEPTOOLS | US | 76/147,584 | 10/16/00 | 2,602,424 | 03/17/98 | |
| SLUMBER CORE | US | 76/410,016 | 05/20/02 | 2,798,849 | 7/30/2002 | |
| SMART WEAVE | US | 75/636,747 | 02/08/99 | 2,526,218 | 12/23/2003 | |
| SMOOTHFIT | US | 76/015,622 | 04/03/00 | 2,559,983 | 1/12/002 | |
| SOFT CARESS | US | 73/786,207 | 03/13/89 | | 04/09/02 | |
| SOFT SIDE-UP | US | 74/293,259 | 04/05/94 | 1,829,858 | N/A | |
| STRAYFIT | US | 76/016,031 | 04/03/00 | 2,698,221 | 05/04/95 | |
| STRATCHFIT | US | 76/130,776 | 09/20/00 | | 03/18/03 | |
| STRIPER FIT | US | 76/340,726 | 11/23/01 | 2,701,340 | N/A | |
| STRIPER STUFF | US | 76/308,679 | 09/05/01 | 2,776,391 | 03/25/03 | |
| STRIPERHOLD | US | 76/107,510 | 08/14/00 | 2,587,466 | 10/21/03 | |
| STRIMETRY | US | 74/182,476 | 07/05/91 | 1,690,212 | 07/02/02 | |
| STAYFIT | US | 76/455,730 | 10/04/02 | 2,752,550 | 06/02/92 | |
| THE NATURAL HEALTH PILLOW | US | 74/581,482 | 10/03/94 | 2,012,470 | 08/19/03 | |
| THE UNCRUSHABLE PILLOW | US | 75/272,945 | 04/11/97 | 2,322,111 | 10/29/96 | |
| THREE STAR | US | 75/273,169 | 04/11/97 | 2,190,536 | 02/22/00 | |
| TICK WITH CORDING FOR PILLOWS | US | 08/636,553 | 04/23/96 | | 09/22/98 | 5,678,262 |

| Mark | Country | Serial # | Filing Date | Registration # | Registration Date | Patent # |
|--------------|---------|------------|-------------|----------------|-------------------|----------|
| TRUEFIT | US | 76/179,016 | 12/11/00 | 2,620,049 | 09/17/02 | |
| TRUEHOLD | US | 76/040,376 | 05/04/00 | 2,578,666 | 01/21/03 | |
| TRUWEAVE | US | 76/015,611 | 04/30/00 | 2,750,771 | 08/12/03 | |
| TWO STAR | US | 76/345,673 | 12/06/01 | 2,692,544 | 03/04/03 | |
| ULTRA VELOUR | US | 74/197,382 | 08/23/91 | 1,904,437 | 07/11/95 | |
| UTOPIA | US | 75/092,228 | 04/22/96 | 2,213,236 | 12/22/98 | |
| VALUEFILL | US | 73/660,388 | 05/11/87 | 1,470,700 | 12/29/87 | |
| VESTA | US | 76/455,731 | 10/04/02 | 2,848,773 | 06/01/04 | |

RECORDED: 10/13/2004

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