

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SLEEP AMERICA, LLC		09/24/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE TORONTO-DOMINION BANK		
<b>Street Address:</b>	77 King Street West		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	BANK:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2260533	SLEEP AMERICA	
Registration Number:	2993968	SLEEP AMERICA	
Registration Number:	2989470	WHERE AMERICA GOES TO SLEEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	514.904.8100		
<b>Email:</b>	ipmtl@osler.com		
<b>Correspondent Name:</b>	OSLER, HOSKIN & HARCOURT LLP		
<b>Address Line 1:</b>	1000 de La Gauchetiere Street West		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Montreal, CANADA H3B 4W5		
<b>ATTORNEY DOCKET NUMBER:</b>	1111672		

OP \$90.00 2260533

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sofia Aguilar
--------------------	---------------

Signature:	/Sofia Aguilar/
------------	-----------------

Date:	09/24/2008
-------	------------

Total Attachments: 3  
source=1111675#page1.tif  
source=1111675#page2.tif  
source=1111675#page3.tif

## SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, SLEEP AMERICA, LLC (the "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademarks and the service marks listed in the attached Schedule of Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the U.S. Pledge and Security Agreement dated as of September 24, 2008 (as modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of The Toronto-Dominion Bank, as agent (the "Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under the following:

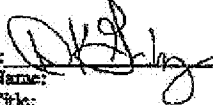
- (i) all the trademarks and service marks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including (a) the trademarks and service marks listed on the attached Schedule of Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark or a service mark filed on an intent-to-use basis but solely to the extent that the grant of a security interest in any such trademark / service mark application would materially adversely affect the term, validity or enforceability of the resulting trademark / service mark registration or result in cancellation, abandonment or withdrawal of such trademark / service mark application), and (b) all of the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trademark registration, service mark registration, trademark application, and service mark application; and
- (ii) all proceeds of the forgoing, including, without limitation, any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark, service mark, trademark registration, service mark registration, trademark application or service mark application, listed in the attached Schedule of Trademarks or by reason of injury to the goodwill associated within any such trademark, service mark, trademark registration, service mark registration, trademark application or service mark application, in each case together with the right to sue for and collect said damages;

as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

This Short-Form Trademarks Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

Date: September 23, 2008.

**SLEEP AMERICA, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEBORAH GABY  
PRESIDENT

SCHEDULE OF TRADEMARKS

A. U.S. Trademark / Service Mark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sleep America with smiling half moon logo	2,260,533	July 13, 1999
Sleep America	2,993,968	September 13, 2005
Where America Goes to Sleep	2,989,470	August 30, 2005