

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SINT, LLC		07/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Harry Acker
Street Address:	280 North Compass Drive
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33308
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3083802	1-800-SLEEPING
Registration Number:	1946855	1-800-SLEEPY'S
Registration Number:	1728378	1-800-TRY-A-BED
Registration Number:	1037070	BEDDING CENTERS
Registration Number:	3320605	COMPETITION CRUSHER GALLERY
Registration Number:	1689430	DEPARTMENT STORES HATE US, BUT YOU'RE GOING TO LOVE US!
Registration Number:	3027874	
Registration Number:	3216453	FOR THE REST OF YOUR NIGHTS
Registration Number:	1225578	HAVE MORE FUN IN BED
Registration Number:	3414008	IT'S ALL ABOUT YOU!
Registration Number:	1186784	KLEINSLEEP
Registration Number:	1033343	SLEEPY
Registration Number:	3379780	NEW & ALMOST NEW MATTRESSES

CH \$1090.00 3083802

900141579

**TRADEMARK
 REEL: 004050 FRAME: 0374**

Registration Number:	1243238	OFF-TRACK BEDDING
Registration Number:	1566026	ORTHOPOSTURE
Registration Number:	1764518	ORTHO-POSTURE
Registration Number:	2765034	PLATINUM CREST
Registration Number:	1733754	ROCKAWAY BEDDING CENTERS
Registration Number:	1728376	ROCKAWAY BEDDING
Registration Number:	2994829	SLEEP LIKE A "KING" FOR THE PRICE OF A "QUEEN"
Registration Number:	2139067	
Registration Number:	1265009	SLEEPY'S
Registration Number:	1547769	SLEEPY'S
Registration Number:	2469626	SLEEPY'S BRONZE
Registration Number:	1770677	SLEEPY'S CRUSHES THE COMPETITION
Registration Number:	3237987	SLEEPY'S DIRECT
Registration Number:	2469616	SLEEPY'S GOLD
Registration Number:	2322385	SLEEPY'S INCREDIBLE PRICE GUARANTEE
Registration Number:	2265627	SLEEPY'S KIDS
Registration Number:	2800712	SLEEPY'S PLATINUM
Registration Number:	2477820	SLEEPY'S PLATINUM PLUS
Registration Number:	2469615	SLEEPY'S SILVER
Registration Number:	2800711	SLEEPY'S SOLID GOLD
Registration Number:	3363311	SLEEPY'S THE #1 SLEEP SHOP IN THE COUNTRY
Registration Number:	1265008	SLEEPY'S THE MATTRESS PROFESSIONALS WE'RE WIDE AWAKE TO SAVE YOU MONEY!
Registration Number:	2265183	THE LAST "S" IN SLEEPY'S STANDS FOR SAVINGS
Registration Number:	1257589	THE MATTRESS PROFESSIONALS
Registration Number:	2953960	THE MOST TRUSTED NAME IN MATTRESSES
Registration Number:	3115008	THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS
Registration Number:	1728377	TRY-A-BED
Registration Number:	2368899	WE GUARANTEE YOU A GOOD NIGHT'S SLEEP
Registration Number:	1541062	WE'VE GOT YOUR DAYBED
Registration Number:	1534859	WE'VE GOT YOUR MATTRESS

CORRESPONDENCE DATA

Fax Number: (312)258-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-258-5724

TRADEMARK
REEL: 004050 FRAME: 0375

Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	37232-0000
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	08/21/2009

Total Attachments: 27

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of July 9, 2009 by SINT, LLC, a Delaware limited liability company ("Grantor"), in favor of Harry Acker, acting as collateral agent for the Guarantors referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor, Sleepy's Holdings, LLC, a Delaware limited liability company, Harry Acker, individually ("HA"), Andrea Jane Acker, individually ("AJA"; HA and AJA are referred to herein, collectively, as the "Guarantors"), and Collateral Agent have entered into that certain Reimbursement Agreement dated as of July 9, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reimbursement Agreement"); and

WHEREAS, pursuant to the Reimbursement Agreement, Grantor has agreed to enter into this Agreement;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation of Reimbursement Agreement; Definitional or Interpretive Provisions.** The Reimbursement Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings given such terms in the Reimbursement Agreement. All terms contained in this Agreement (and which are not otherwise specifically defined herein or in the Reimbursement Agreement) shall have the meanings provided in the Uniform Commercial Code as in effect from time to time in the State of New York (the "UCC") to the extent the same are used or defined therein. Whenever the context so requires, the neuter gender includes the masculine and feminine, the singular number includes the plural, and vice versa. The words "include," "includes" and "including" shall in any event be deemed to be followed by the phrase "without limitation." All references in this Agreement to "this Agreement", "herein", "hereunder", "hereof" shall be deemed to refer to this Agreement and the Exhibits hereto unless the context requires otherwise. Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement unless the context requires otherwise. References to Schedules A and B in this Agreement shall be deemed to refer to such schedule as it has been amended or as deemed to be amended pursuant to Section 5.

2. **Grant of Security Interest.** To secure the complete and timely payment, performance and satisfaction in full of all Liabilities, Grantor hereby grants to Collateral Agent, for the benefit of itself and Guarantors, a security interest in and to, and Grantor hereby assigns to Collateral Agent, all of Grantor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (collectively, the "Collateral");

(i) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, including, without limitation, the trademarks and service marks listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(ii) all Grantor's rights and obligations pursuant to its license and other agreements with any other Person or Persons with respect to any Marks, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses and other agreements listed on Schedule B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor or any other Person and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Licenses");

(iii) the goodwill of Grantor's business connected with and symbolized by the Marks;

(iv) all general intangibles of Grantor;

(v) all books and records relating to any of the foregoing; and

(vi) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.

3. Restrictions on Future Agreements. Grantor agrees and covenants that until the Liabilities shall have been satisfied in full and the Reimbursement Agreement shall have been terminated, Grantor will not, without Collateral Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement with respect to the Collateral, and Grantor further agrees and covenants that without Collateral Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Collateral Agent under this Agreement. Grantor agrees and covenants not to sell or assign its interest in, or grant any license under, the Marks or Licenses, without receiving the prior written consent of Collateral Agent thereto.

4. Certain Covenants, Representations and Warranties of Grantor. Grantor covenants, represents and warrants that: (i) the Marks and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Marks or Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise;

(iii) each of the Marks and Licenses is valid and enforceable and Grantor is unaware of any impairments to the Marks or Licenses which would have an adverse effect on the validity or enforceability of the Marks or Licenses; (iv) to the best of Grantor's knowledge, no claim has been made that the use of any of the Marks or Licenses constitutes an infringement; (v) Grantor owns the entire right, title and interest in and to each of the Marks free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Marks described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Grantor, in each case except for (A) rights granted by Grantor pursuant to the applicable Licenses listed on Schedule B, and (B) Liens and encumbrances in favor of Collateral Agent pursuant to this Agreement; (vi) the Marks and Licenses listed on Schedules A and B constitute all such items in which Grantor has any right, title or interest; (vii) Grantor has the unqualified right to enter into this Agreement and perform its terms; and (viii) Grantor will continue to use proper statutory notice in connection with its use of the Marks. Grantor also represents and warrants that: (a) Grantor's exact, full, correct and current legal name is that indicated on the signature page of this Agreement, and such name is the same name that appears on Grantor's certificate of formation, (b) Grantor is a limited liability company organized under the laws of the State of Delaware, (c) Grantor's organizational identification number is 4327737, (d) Grantor's chief executive office is located at 175 Central Avenue South, Bethpage, New York 11714, (e) Grantor has not used in the five (5) years preceding the date hereof any limited liability company or fictitious name other than the name shown for Grantor on the signature page of this Agreement. Grantor shall not (x) without providing at least 30 days' prior written notice to Collateral Agent, change its name, its chief executive office, its mailing address, or its organizational identification number, or (y) change its type of organization, jurisdiction of organization or other legal structure. All representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement.

5. **New Marks and Licenses.** If, before the Liabilities shall have been satisfied in full and the Reimbursement Agreement shall have been terminated, Grantor shall (i) obtain rights to any new trademarks, service marks, trademark or service mark registrations, trade names or licenses, or (ii) become entitled to the benefit of any trademark or service mark application, trademark, service mark, trademark or service mark registration, license or license renewal, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Collateral Agent prompt written notice thereof. Grantor hereby authorizes Collateral Agent to modify this Agreement by noting any future acquired Marks on Schedule A and any Licenses and licensed Marks on Schedule B; provided, however, that the failure of Collateral Agent to make any such notation shall not limit or affect the obligations of Grantor or rights of Collateral Agent hereunder.

6. **Royalties; Terms.** Grantor hereby agrees that the security interest of Collateral Agent in all Marks and Licenses as described above shall be worldwide and, without any liability for royalties or other related charges from Collateral Agent to Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Marks and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Reimbursement Agreement.

7. **Inspection.** Collateral Agent shall have the right, at any time and from time to time, to inspect Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, Grantor's quality control processes.

8. **Termination of Grantor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Reimbursement Agreement, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto, the security interest granted hereunder shall automatically be extinguished. Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Collateral Agent's security interest granted to Collateral Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto. Any such termination statements and instruments shall be without recourse upon or warranty by Collateral Agent.

9. **Duties of Grantor.** Grantor shall (i) prosecute diligently any application respecting the Marks pending as of the date hereof or thereafter, (ii) make application on registerable but unregistered trademarks and service marks, and (iii) preserve, maintain and enforce against infringement all rights in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Grantor. Grantor shall not abandon any pending trademark application, service mark application, trademark or service mark without the written consent of Collateral Agent.

10. **Collateral Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks and the Licenses, and any licenses thereunder, and, if Collateral Agent shall commence any such suit, Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Grantor and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances; Financing Statements.** Grantor shall execute and deliver to Collateral Agent, at any time or times hereafter at the request of Collateral Agent, all papers (including, without limitation, any as may be deemed desirable by Collateral Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices deemed desirable by Collateral Agent), as Collateral Agent may request, to evidence Collateral Agent's interest in the Collateral and the goodwill associated therewith and enforce Collateral Agent's rights under this Agreement. Grantor hereby irrevocably authorizes Collateral Agent at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that describe the Collateral and contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor. Grantor agrees to furnish any such information to Collateral Agent promptly upon request. Grantor further ratifies and affirms its authorization for any financing statements and/or amendments thereto filed by Collateral Agent in any jurisdiction on or prior to the date of this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Related Agreements.** All of Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby constitutes and appoints Collateral Agent as Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments determined by Collateral Agent as necessary or desirable for Collateral Agent in the use of the Collateral, (ii) take any other actions with respect to the Collateral as Collateral Agent deems in good faith to be in the best interest of Grantor, (iii) grant or issue any exclusive or non-exclusive license under the Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Reimbursement Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Reimbursement Agreement or any of the Related Agreements but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be enforced. Grantor hereby releases Collateral Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Collateral Agent under the powers of attorney granted herein.

16. Rights and Remedies Upon Default.

(a) If a Default shall have occurred and be continuing, Collateral Agent shall have, without any other notice to or demand upon Grantor, in any jurisdiction in which enforcement hereof is sought, in addition to any other rights and remedies contained in this Agreement or in the Reimbursement Agreement, all of the rights and remedies of a secured party under the UCC or other applicable laws. All such rights and remedies shall be cumulative, and non-exclusive, to the extent permitted by law. In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by Collateral Agent after a Default shall have occurred and be continuing may be for cash, credit or any combination thereof, and Collateral Agent may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price, may set off the amount of such purchase price against the Liabilities then owing. Any sales of the Collateral may be adjourned from time to time with or without notice. Collateral Agent shall have the right to conduct such sales on such occasion or occasions as Collateral Agent may see fit.

(b) Any notice required to be given by Collateral Agent of a sale, lease or other disposition or other intended action by Collateral Agent with respect to any of the Collateral which is deposited in the United States mails, postage prepaid and duly addressed to Grantor at Grantor's address specified in the Reimbursement Agreement for notices to Grantor, at least ten (10) Business Days prior to such proposed action shall constitute fair and reasonable notice to Grantor of any such action. The net proceeds realized by Collateral Agent upon any such sale or disposition, after deduction for the expense of retaking, holding, preparing for sale, selling or the like and the attorneys' fees and legal expenses incurred by Collateral Agent in connection therewith, shall be applied as provided herein toward satisfaction of the Liabilities. Collateral Agent shall account to Grantor for any surplus realized upon such sale or other disposition, and Grantor shall remain liable for any deficiency. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for any deficiency shall not affect Collateral Agent's Liens on the Collateral until the Liabilities are fully paid. Grantor agrees that Collateral Agent has no obligation to preserve rights to the Collateral against any other parties. Grantor waives any right it may have to require Collateral Agent to pursue any other Person or collateral for any of the Liabilities. Collateral Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Collateral Agent may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by the purchaser, received by Collateral Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with the proceeds of the sale.

(c) Demand, presentment, protest and notice of nonpayment are hereby waived by Grantor. Grantor also waives the benefit of all valuation, appraisal and exemption laws.

(d) UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF A DEFAULT, GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF

ANY KIND PRIOR TO THE EXERCISE BY COLLATERAL AGENT OF ITS RIGHTS TO ATTACH OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING TO THE FULLEST EXTENT PERMITTED BY LAW.

17. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Collateral Agent and its heirs, personal representatives, successors, assigns and nominees. Notwithstanding anything herein to the contrary, Grantor may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Collateral Agent. Collateral Agent shall have the right at any time to sell, assign, transfer or negotiate all or any part of its rights and obligations under this Agreement in accordance with the terms of the Reimbursement Agreement.

18. **Section Titles.** Section titles contained in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties.

19. **Marshaling; Payments Set Aside.** Collateral Agent shall be under no obligation to marshal any assets in favor of Grantor or any other party or against or in payment of any or all of the Liabilities. To the extent that Grantor makes a payment or payments to Collateral Agent or Collateral Agent enforces its Liens or Collateral Agent exercises its rights of set-off, and such payment or payments or the proceeds of such enforcement or set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred.

20. **Equitable Relief.** Grantor recognizes that, in the event Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Collateral Agent; therefore, Grantor agrees that Collateral Agent, if Collateral Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and the granting of any such relief shall not preclude Collateral Agent from pursuing any other relief or remedies for such breach.

21. **Continuing Effect.** This Agreement and Collateral Agent's Liens on the Collateral shall continue in full force and effect so long as any Liabilities shall be outstanding, and (even if there shall be no Liabilities outstanding) so long as the Reimbursement Agreement has not been terminated.

22. **Notices.** Notices hereunder shall be served, given or delivered in the manner, and shall be effective, as provided in the Reimbursement Agreement.

23. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.**

(A) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK

(INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

(B) EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS CLAUSE (B), COLLATERAL AGENT AND GRANTOR AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK, AND COLLATERAL AGENT AND GRANTOR WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, BUT COLLATERAL AGENT AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK. GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE. GRANTOR AGREES THAT COLLATERAL AGENT SHALL HAVE THE RIGHT TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE COLLATERAL AGENT TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF COLLATERAL AGENT. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIM IN ANY PROCEEDING BROUGHT BY COLLATERAL AGENT TO REALIZE ON PROPERTY, COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF COLLATERAL AGENT. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH COLLATERAL AGENT HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SECTION 23(B).

(C) GRANTOR HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 22. NOTHING IN THIS AGREEMENT SHALL AFFECT THE RIGHT OF COLLATERAL AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW BUT ANY FAILURE TO RECEIVE SUCH COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS.

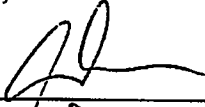
(D) GRANTOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN GRANTOR, COLLATERAL AGENT AND ANY GUARANTOR ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. GRANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN

EVIDENCE OF THE CONSENT OF GRANTOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

24. **Counterparts.** This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

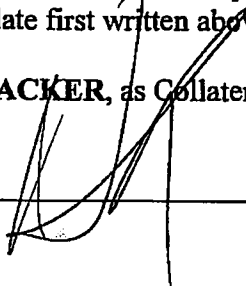
IN WITNESS WHEREOF, the parties hereto have entered into this Trademark Security Agreement as of the date first above written.

SINT, LLC

By: 
Name: DAVID ACKER
Title: PRESIDENT

The undersigned accepts and agrees to the foregoing Trademark Security Agreement as of the date first written above.

HARRY ACKER, as Collateral Agent



STATE OF New York)
) ss.:
COUNTY OF Nassau)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that David Acker, personally known to me to be the PRESIDENT of SINT, LLC, a Delaware limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as the President of the Company pursuant to authority given by the Manager of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of July, 2009.

(NOTARIAL SEAL)

Kathleen Fischer
Notary Public

KATHLEEN FISCHER
Notary Public State of New York
No. 4983004

My Commission Expires:

Qualified in Nassau County
Commission Expires June 17, 2011

STATE OF New York)
) SS.
COUNTY OF Nassau)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Harry Acker, personally known to me to be the Collateral Agent referred to in the foregoing Trademark Security Agreement, and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement as such Collateral Agent, appeared before me this day and acknowledged that he signed and delivered said agreement as such Collateral Agent, as his free and voluntary act and as the free and voluntary act and deed of such Collateral Agent, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of July, 2009.

(NOTARIAL SEAL)

Kathleen Fischer
Notary Public

My Commission Expires:

KATHLEEN FISCHER
Notary Public State of New York
No. 4983004
Qualified in Nassau County
Commission Expires June 17, 2011

SCHEDULE A
TRADEMARKS, SERVICE MARKS

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
1-800-SLEEPING	United States of America	78/511527	11/4/2004	3083802	4/18/2006	4/18/2016

Owner: SINT, LLC

Status: Registered

Class:

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

1-800-SLEEPY'S	United States of America	74/630983	2/7/1995	1946855	1/9/1996	1/9/2016
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Distributorship services in the field of bedding

Remarks:

1-800-TRY-A-BED	United States of America	74/148447	3/18/1991	1728378	10/27/1992	10/27/2012
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail outlet services in the field of beds and bedding

Remarks:

BEDDING CENTERS (Stylized) WITH MAN IN NIGHTSHIRT Design	United States of America	73/056058	6/25/1975	1037070	3/30/1976	3/30/2016
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail furniture store services

Remarks: No claim is made to the exclusive right to use "BEDDING CENTERS", apart from the mark as shown.

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
COMPETITION CRUSHER GALLERY	United States of America	78/745679	11/2/2005	3320605	10/23/2007	10/23/2017
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Retail bedding store services and retail telephone order services in the field of bedding						
Remarks: No claim is made to the exclusive right to use "GALLERY", apart from the mark as shown.						
DEPARTMENT STORES HATE US, BUT YOU'RE GOING TO LOVE US!	United States of America	74/148441	3/18/1991	1689430	5/26/1992	5/26/2012
Owner: SINT, LLC						
Class: 42 Int.						
Goods: Retail store service in the field of beds and bedding						
Remarks:						
Design	United States of America	78/483182	9/14/2004	3027874	12/13/2005	12/13/2015
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Advertising services, namely, creating corporate and brand identity for others, marketing consulting, public relations						
Remarks:						
FOR THE REST OF YOUR NIGHTS	United States of America	78/624948	5/6/2005	3216453	3/6/2007	3/6/2017
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Retail bedding store services and retail telephone order services in the field of bedding						
Remarks:						

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
HAVE MORE FUN IN BED	United States of America	73/340970	12/1/1981	1225578	1/25/1983	1/25/2013

Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail sleep product store services

Remarks:

IT'S ALL ABOUT YOU!	United States of America	77/096120	1/31/2007	3414008	4/22/2008	4/22/2018
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Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

KLEINSLEEP (Stylized)	United States of America	73/261539	5/12/1980	1186784	1/19/1982	1/19/2012
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Owner: SINT, LLC

Status: Renewed

Class: 20 Int.; 42 Int.

Goods: Class 020: Mattresses, box springs, sleeper sofas and convertible sofas

Class 042: Retail sleep product store services

Remarks:

MAN IN NIGHTSHIRT, CAP AND CANDLE Design WITH SLEEPY ON NIGHTSHIRT	United States of America	73/056057	6/25/1975	1033343	2/10/1976	2/10/2016
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail furniture store services

Remarks:

SINT, LLC - Trademark Inventory

Trademark NEW & ALMOST NEW MATTRESSES
Country United States of America
Application No. 77/145619
Filing Date 3/31/2007
Registration No. 3379780
Registration Date 2/5/2008
Renewal Date 2/5/2018

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks: No claim is made to the exclusive right to use "MATTRESSES" apart from the mark as shown.

This registration is on the Supplemental Register (AM. S.R. 11/15/07).

OFF-TRACK BEDDING
United States of America
Application No. 73/261616
Filing Date 5/12/1980
Registration No. 1243238
Registration Date 6/21/1983
Renewal Date 6/21/2013

Owner: Off-Track Bedding, LTD

Status: Renewed

Class: 42 Int.

Goods: Retail Store Services in the Field of Furniture and Bedding Items

Remarks: No claim is made to the exclusive right to use the word "Bedding", apart from the mark as shown.

ORTHO POSTURE
New York
Application No. R29688
Filing Date 5/8/2001
Registration No. 5/8/2001
Renewal Date 5/8/2011

Owner: SINT, LLC

Status: Registered

Class: 20 Int.

Goods: Bedding, namely mattresses and box springs

Remarks:

ORTHO POSTURE
Pennsylvania
Application No. 2012166
Filing Date 3/11/1991
Registration No. 3/11/1991
Renewal Date 3/11/2011

Owner: SINT, LLC

Status: Renewed

Class: 20 Int.

Goods: Bedding, namely mattresses and box springs

Remarks:

SINT, LLC - Trademark Inventory

Trademark ORTHOPOSTURE **Country** United States of America **Application No.** 73/737633 **Filing Date** 6/27/1988 **Registration No.** 1566026 **Registration Date** 11/14/1989 **Renewal Date** 11/14/2009

Owner: SINT, LLC

Status: Renewed

Class: 24 Int.

Goods: Mattress pads

Remarks:

ORTHO-POSTURE **Country** New Jersey **Application No.** 9596 **Filing Date** 12/7/1990 **Registration No.** 1764518 **Registration Date** 4/13/1993 **Renewal Date** 11/7/2010

Owner: SINT, LLC

Status: Renewed

Class: 20 Int.

Goods: Furniture and box springs

Remarks:

ORTHO-POSTURE **Country** United States of America **Application No.** 74/121897 **Filing Date** 12/10/1990 **Registration No.** 1764518 **Registration Date** 4/13/1993 **Renewal Date** 4/13/2013

Owner: SINT, LLC

Status: Renewed

Class: 20 Int.

Goods: Bedding materials; namely, box springs and mattresses

Remarks:

PLATINUM CREST **Country** United States of America **Application No.** 76/274196 **Filing Date** 6/21/2001 **Registration No.** 2765034 **Registration Date** 9/16/2003 **Renewal Date** 9/16/2013

Owner: SINT, LLC

Status: Registered

Class: 20 Int.

Goods: Mattresses and box springs

Remarks: LAPSED 2009 per Adam Blank email to Darlene Suarez on 12/17/08.

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
ROCKAWAY (Stylized) BEDDING CENTERS	United States of America	74/150028	3/22/1991	1733754	11/17/1992	11/17/2012

Owner: SINT, LLC Status: Renewed

Class: 42 Int.

Goods: Retail sales service in the field of beds and bedding

Remarks: No claim is made to the exclusive right to use "BEDDING CENTERS", apart from the mark as shown.

ROCKAWAY BEDDING	United States of America	74/148356	3/18/1991	1728376	10/27/1992	10/27/2012
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Owner: SINT, LLC Status: Renewed

Class: 42 Int.

Goods: Retail store service in the field of beds and bedding

Remarks: Section 2(f)

SLEEP CONCEPTS	Massachusetts			67636	10/18/2006	10/18/2016
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Owner: Off-Track Bedding, LTD Status: Renewed

Class: 35 Int.

Goods: Sale of mattresses and other bedding items

Remarks:

SLEEP CONCEPTS	Rhode Island			610002	10/17/2006	10/17/2016
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Owner: Off-Track Bedding, LTD Status: Renewed

Class: 35 Int.

Goods: Sale of mattresses and other bedding items

Remarks:

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
SLEEP LIKE A "KING" FOR THE PRICE OF A "QUEEN"	United States of America	78/436221	6/16/2004	2994829	9/13/2005	9/13/2015

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

SLEEPING COUPLE Design	United States of America	75/260243	3/19/1997	2139067	2/24/1998	2/24/2018
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Owner: SINT, LLC

Status: Renewed

Class: 35 Int.

Goods: Retail bedding store services

Remarks:

SLEEPY'S	United States of America	73/37796	7/30/1982	1265009	1/24/1984	1/24/2014
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Owner: SINT, LLC

Status: Renewed

Class: 20 Int.; 42 Int.

Goods: Class 020: Mattresses and foundations

Class 042: Retail furniture store services

Remarks:

SLEEPY'S AND RECLINING FIGURE Design	United States of America	73/756811	10/11/1988	1547769	7/11/1989	7/11/2019
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail furniture store services

Remarks:

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
SLEEPY'S BRONZE	United States of America	76/074867	6/21/2000	2469626	7/17/2001	7/17/2011
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Retail bedding store services and retail telephone order services in the field of bedding						
Remarks:						
SLEEPY'S CRUSHES THR COMPETITION	United States of America	74/315695	9/21/1992	1770677	5/11/1993	5/11/2013
Owner: SINT, LLC						
Class: 42 Int.						
Goods: Retail furniture store services						
Remarks:						
SLEEPY'S DIRECT	United States of America	78/463182	8/6/2004	3237987	5/1/2007	5/1/2017
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Retail bedding store services and retail telephone order services in the field of bedding						
Remarks: No claim is made to the exclusive right to use "DIRECT", apart from the mark as shown.						
SLEEPY'S GOLD	United States of America	76/073042	6/16/2000	2469616	7/17/2001	7/17/2011
Owner: SINT, LLC						
Class: 35 Int.						
Goods: Retail bedding store services and retail telephone order services in the field of bedding						
Remarks:						

SINT, LLC - Trademark Inventory

Trademark **Country** **Application No.** **Filing Date** **Registration No.** **Registration Date** **Renewal Date**
 SLEEPY'S INCREDIBLE PRICE United States of America 75/474774 4/27/1998 2322385 2/22/2000 2/22/2010
 GUARANTEE

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone shop-at-home services in the field of bedding

Remarks: No claim is made to the exclusive right to use "PRICE GUARANTEE", apart from the mark as shown.

SLEEPY'S KIDS United States of America 75/379498 10/27/1997 2265627 7/27/1999 7/27/2009

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone shop-at-home services in the field of bedding

Remarks:

SLEEPY'S PLATINUM United States of America 76/105627 8/9/2000 2800712 12/30/2003 12/30/2013

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

SLEEPY'S PLATINUM PLUS United States of America 76/072490 6/16/2000 2477820 8/14/2001 8/14/2011

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
SLEEPY'S SILVER	United States of America	76/073041	6/19/2000	2469615	7/17/2001	7/17/2011

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

SLEEPY'S SOLID GOLD	United States of America	76/105626	8/9/2000	2800711	12/30/2003	12/30/2013
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Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

SLEEPY'S THE #1 SLEEP SHOP IN THE COUNTRY	United States of America	78/698744	8/23/2005	3363311	1/1/2008	1/1/2018
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Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks: No claim is made to the exclusive right to use "#1 SLEEP SHOP IN THE COUNTRY", apart from the mark as shown.

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
SLEEPY'S THE MATTRESS PROFESSIONALS WE'RE WIDE AWAKE TO SAVE YOU MONEY! AND MAN IN NIGHTCAP Design	United States of America	73/377987	7/30/1982	1265008	1/24/1984	1/24/2014

Owner: SINT, LLC **Status:** Renewed

Class: 20 Int.; 42 Int.

Goods: Class 020: Mattresses and foundations

Class 042: Retail furniture store services

Remarks:

THE LAST "S" IN SLEEPY'S
STANDS FOR SAVINGS

United States of America	74/640223	3/1/1995	2265183	7/27/1999	7/27/2009
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Owner: SINT, LLC **Status:** Renewed

Class: 42 Int.

Goods: Distributorship services in the field of bedding

Remarks:

THE MATTRESS
PROFESSIONALS

United States of America	73/378002	7/30/1982	1257589	11/15/1983	11/15/2013
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Owner: SINT, LLC **Status:** Renewed

Class: 20 Int.; 42 Int.

Goods: Class 20: mattresses and foundations

Class 42: Retail furniture store services

Remarks: No claim is made to the exclusive right to use the word "MATTRESS", apart from the mark as shown.

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
THE MOST TRUSTED NAME IN MATTRESSES	United States of America	78/390693	3/25/2004	2953960	5/17/2005	5/17/2015

Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks: This Registration is on the Supplemental Register

THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS	United States of America	78/390686	3/25/2004	3115008	7/11/2006	7/11/2016
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Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail bedding store services and retail telephone order services in the field of bedding

Remarks:

TRY-A-BED	United States of America	74/148357	3/18/1991	1728377	10/27/1992	10/27/2012
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Owner: SINT, LLC

Status: Renewed

Class: 42 Int.

Goods: Retail outlet service in the field of beds and bedding

Remarks:

WE GUARANTEE YOU A GOOD NIGHT'S SLEEP	United States of America	75/816992	10/7/1999	2368899	7/18/2000	7/18/2010
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Owner: SINT, LLC

Status: Registered

Class: 35 Int.

Goods: Retail outlet services in the field of beds and bedding

Remarks:

SINT, LLC - Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
WE'VE GOT YOUR DAYBED	United States of America	73/760571	10/31/1988	1541062	5/23/1989	5/23/2009

Owner: SINT, LLC Status: Renewed

Class: 42 Int.

Goods: Retail furniture store services

Remarks: LAPSED 2009 per A. Blank email to Frank Duffin on 11/3/08

WE'VE GOT YOUR MATTRESS	United States of America	73/752229	9/16/1988	1534859	4/11/1989	4/11/2019
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Owner: SINT, LLC Status: Renewed

Class: 42 Int.

Goods: Retail bedding store services

Remarks:

SCHEDULE B
LICENSES

License Agreement dated June 1, 1997 between Grantor and Sleepy's, LLC, a Delaware limited liability company

**SPECIAL POWER OF ATTORNEY
(Trademark and License)**

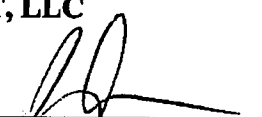
STATE OF NEW YORK)
) SS.
COUNTY OF NASSAU)

KNOW ALL MEN BY THESE PRESENTS, that SINT, LLC, a Delaware limited liability company ("Grantor"), hereby appoints and constitutes Harry Acker, in his capacity as collateral agent (in such capacity, "Collateral Agent") for the Guarantors referred to in the Collateral Agreement referred to below, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor at and during the time periods specified in the foregoing Trademark Security Agreement (the "Collateral Agreement"):

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the trademarks and licenses listed on Schedules A and B of the Collateral Agreement, and including those trademarks and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to that certain Reimbursement Agreement dated as of July 9, 2009 among Grantor, Sleepy's Holdings, LLC, a Delaware limited liability company, Harry Acker, individually, Andrea Jane Acker, individually, and Collateral Agent and may not be revoked until the payment in full of all liabilities and obligations of Grantor and Sleepy's Holdings, LLC under such Reimbursement Agreement.

SINT, LLC

By: 
Name: DAVID ACKER
Title: PRESIDENT