

SCHEDULE A
to
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARKS

<u>MARK</u>	<u>CTY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
ARCTIC DOWN	US	77/358,158	21DE2007		20 24	
ARCTIC DOWN	US	77/665,208	06FE2009		22	
BED GLOVE	US	74/426,312	17AU1993	1,870,583	24	12/27/1994
BLACK DIAMOND	US	1428,176	18FE2009	1,642,450	20	4/23/1991
BREATHE CLEAN & CLEAR	US	77/669,473	12FE2009		24	
BREATHE CLEAR	US	77/183,625	17MY2007			
BREATHE WELL	US	75/474,996	27AP1998	2,492,969	24	9/25/2001
BREATHWELL	US	77/024,837	19OC2006	3,534,521	20	11/18/2008
CERTIFIED COMFORT	US	77/270,592	04SE2007		24	
CLEAN AND CLEAR	US	77/183,629	17MY2007		20 24	
CLUSTER PUFF	US	78/238,380	16AP2003	2,899,498	20 22 24	11/2/2004
COMFORT BASICS	US	77/651,919	19JA2009		20 22 24	
COMFORT QUARTERS	US	78/213,730	12FE2003	2,853,613	20 22 24	6/15/2004
COMFORT TO GO	US	78/165,708	19SE2002	3,009,307	20	10/25/2005
COMFORT WRAP	US	78/862,542	17AP2006	3,584,780	20	3/3/2009

<u>MARK</u>	<u>CTY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
COUNTESS YORK	US	74/322,711	15OC1992	1,790,428	20	8/31/1993
COUNTESS YORK AND DESIGN	US	74/323,790	15OC1992	1,790,429	20	8/31/1993
CUDDLE BED AND DESIGN	US	74/119,376	30NO1990	1,695,364	24	6/16/1992
CUDDLE ROLL	US	75/778,188	17AU1999	2,375,118	20	8/8/2000
CUDDLE ROLL MINI	US	78/394,047	31MR2004	3,121,583	20	7/25/2006
CUSTOM SHAPES	US	75/013,875	02NO1995	2,013,651	20	11/5/1996
DESIGN	US	76/392,382	05AP2002	2,803,234	20	1/6/2004
DOUBLE SUPPORT	US	78/137,048	19JE2002	2,818,380	20	2/24/2004
DOWN PLUS	US	78/652,923	17JE2005		20	
DREAM PUFF	US	78/238,893	17AP2003	3,114,824	20 24	7/11/2006
DREAM THERAPY	US	77/474,701	15MY2008		20 22 24	
DREAMSCAPE	US	75/258,742	17MR1997	2,158,623	20	5/19/1998
DREAMSCAPE	US	77/662,373	03FE2009		20	
DREAMY NIGHTS	US	76/407,514	14MY2002	2,795,796	20 24	12/16/2003
EARTH ESSENTIALS	US	77/026,893	23OC2006		20 24	
FOUR SEASONS	US	78/196,095	18DE2002	3,111,100	24	7/4/2006
HEALTHY HOME AND DESIGN	US	75/324,146	14JL1997	2,212,499	20 24	12/22/1998
HEALTHY LIVING	US	77/266,120	28AU2007		20 24	
HOLLANDER	US	74/295,197	15JL1992	1,781,457	20 24	7/13/1993
HOLLANDER HOME	US	73/492,915	01AU1984	1,327,027	20	3/26/1985

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TRADEMARK
REEL: 004071 FRAME: 0728

<u>MARK</u>	<u>CTY</u>	<u>APP. NO.</u>	<u>APP. DT</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REGISTRATION DATE</u>
FASHIONS					24	
HUGE	US	75/307,538	12JE1997	2,322,531	20	2/15/2005
HUGE	US	78/320,367	29OC2003	2,926,375	20 24	2/15/2005
INSUFIL	US	74/006,667	01DE1989	1,675,908	24	2/18/1992
LIVE COMFORTABLY	US	78/115,624	18MR2002	2,751,427	20 24	8/12/2003
LIVE COMFORTABLY, LIVE GREEN	US	77/356,806	20DE2007		20 24	
LIVE GREEN	US	77/281,959	18SE2007		20 24	
MEGA	US	78/248,949	13MY2003	2,834,611	20	4/20/2004
MICRO-BARRIER	US	77/175,276	08MY2007	3,561,843	20 24	1/13/2009
MINI	US	78/394,045	31MR2004	2,974,910	20	7/19/2005
NATURAL ELEMENTS	US	78/909,826	16JE2006	3464387	20	7/8/2008
NEVER FLAT	US	78/238,885	17AP2003	3,107,498	20	6/20/2006
OPUS	US	78/171,006	04OC2002	2,833,280	20 22 24	4/13/2004
PEACHY	US	76/024,553	13AP2000	2,489,420	20 24	9/11/2001
PERFECT REST	US	78/142,335	09JL2002	2,900,607	20	11/2/2004
PERFECT SUPPORT	US	74/640,191	24FE1995	2,005,391	20	10/1/1996
PUFFARAL	US	74/182,150	03JL1991	1,689,074	20	5/26/1992
SNUG SACK	US	73/134,818	21JL1977	1,136,249	25	5/27/1980
SNUGLET	US	78/430,191	04JE2004	3,074,593	20	3/28/2006

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SPINE TECH	US	77/474,695	15MY2008		20 22	
SUPERFIT	US	77/586,297	06OC2008		24	
SUPERSIDE	US	78/381,047	09MR2004	2,984,220	20	8/9/2005
THERASTHEP	US	77/474,700	15MY2008		20 22 24	
TRILOGY	US	74/674,187	15MY1995	2,007,760	20	10/15/1996
UNE VIE DOUILLETTE	US	78/157,787	26AU2002	2,851,928	24	6/8/2004
VELVET COMFORT	US	78/869,825	26AP2006	3,260,558	20 24	7/10/2007
VELVET DREAMER	US	78/553,333	25JA2005	3,389,764	20	2/26/2008
VENDOME	US	78/168,219	26SE2002	2,838,448	24	5/4/2004
WIDE BODY	US	78/238,887	17AP2003	2,978,708	20	7/26/2005
WILD THING	US	76/182,652	19DE2000	2,900,136	20	11/2/2004
WOOLY BULLY	US	73/216,414	21MY1979	1,152,467	24	4/28/1981
GRAND SATEEN	U.S. Federal	75468979	4/16/1998	2310617		1/25/2000
II	U.S. Federal	75295744	5/21/1997	2199538		10/27/1998
KOOLFOAM	U.S. Federal	77586053	10/6/2008			
SNUGGLEROLL	U.S. Federal	76366901	2/5/2002	2677373		1/21/2003
TRILOGY	U.S. Federal	74674187	5/15/1995	2007760		10/15/1996
WE DON'T SLEEP WELL UNTIL YOU DO	U.S. Federal	75982723	3/10/1998	2640351		10/22/2002

NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS (this "Notice"), dated as of July 28, 2009, is made by and between HOLLANDER HOME FASHIONS, LLC (the "Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK, as Agent (the "Secured Party" and together with the Grantor, collectively, the "Parties").

WHEREAS, the Grantor is the owner of the issued trademarks and trademark applications set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of (a) the Loan and Security Agreement dated as of the date hereof by and among Grantor, as borrower, Israel Discount Bank of New York, as agent and as a lender, PNC Bank, National Association, as documentation agent and as a lender, and the other lenders from time to time party thereto, as lenders (the "Loan Agreement"), and (b) the Trademark Collateral Assignment and Security Agreement dated as of the date hereof by and between the Grantor and the Secured Party (the "Trademark Agreement" and together with the Loan Agreement, as each now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced collectively, the "Agreements"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Agreements, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreements, the Grantor hereby grants to the Secured Party a security interest in, and lien on, the Trademark Collateral; provided, however, that the grant of security interest shall not include any Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including all such United States and foreign trademark applications that are based on an intent-to-use the mark in commerce, unless and until such time that the grant and/or enforcement of the security interest will not cause such trademark to be invalidated, canceled, voided or abandoned.

The Grantor hereby authorizes the PTO to file and record this Notice together with the annexed Schedule I.

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreements or upon the Parties' mutual consent.

This Notice may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

This Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

In the event of any conflict between this Notice and the Agreements, the provisions of the Agreements shall control.

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IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

HOLLANDER HOME FASHIONS, LLC

By:



Name: Chris Baker

Title: Chief Executive Officer

Signature Page to Notice of Grant of Security Interests in Trademarks

TRADEMARK
REEL: 004071 FRAME: 0733

Schedule I

Trademark Registrations and Trademark Applications

1351229.1

TRADEMARKS

MARK	COUNTRY	REGISTRATION NO.	CLASS	REGISTRATION NO.	REGISTRATION NO.	REGISTRATION NO.	REGISTRATION NO.
ARCTIC DOWN	US	77/358,158	21DE2007		20 24		
ARCTIC DOWN	US	77/665,208	06FE2009		22		
BED GLOVE	US	74/426,312	17AU1993	1,870,583	24		12/27/1994
BLACK DIAMOND	US	1428176	18FE2009	1,642,450	20		4/23/1991
BODY BUDDY	CA	74/005,609	28NO1989	TMA 448,674	20		10/6/1995
BODY CUDDLER, THE	CA	762545	25AU1994	TMA 448874	20 24		10/6/1995
BREATHE CLEAN & CLEAR	US	77/669,473	12FE2009		24		
BREATHE CLEAR	US	77/183,625	17MY2007				
BREATHE WELL	CA	894571	27OC1998	TMA553109	20		10/31/2001
BREATHE WELL	US	75/474,996	27AP1998	2,492,969	24		9/25/2001
BREATHWELL	US	77/024,837	19OC2006	3,534,521	20		11/18/2008
CERTIFIED COMFORT	US	77/270,592	04SE2007		24		
CLEAN AND CLEAR	US	77/183,629	17MY2007		20 24		
CLUSTER PUFF	CA	1221423	23JE2004	TMA662003			3/31/2006
CLUSTER PUFF	US	78/238,380	16AP2003	2,899,498	20 22 24		11/2/2004
COMFORT BASICS	US	77/651,919	19JA2009		20 22 24		
COMFORT QUARTERS	US	78/213,730	12FE2003	2,853,613	20 22 24		6/15/2004
COMFORT TO GO	US	78/165,708	19SE2002	3,009,307	20		10/25/2005

COMFORT WRAP	CA	1394765	08MY2008			
COMFORT WRAP	US	78/862,542	17AP2006	3,584,780	20	3/3/2009
COMFORT ET RESPECT DE L'ENVIRONNEMENT	CA	1377886	03JA2008	TMA735,546	20 24	3/3/2009
COUNTESS YORK	CA	899,842	16DE1998	525,293	20 24	3/20/2000
COUNTESS YORK	US	74/322,711	15OC1992	1,790,428	20	8/31/1993
COUNTESS YORK AND DESIGN	CA	899847	08JA1999	TMA535876	24	10/26/2000
COUNTESS YORK AND DESIGN	US	74/323,790	15OC1992	1,790,429	20	8/31/1993
CUDDLE BED AND DESIGN	US	74/119,376	30NO1990	1,695,364	24	6/16/1992
CUDDLE ROLL	CA	1044651	31JA2000	1044651	24	12/13/2002
CUDDLE ROLL	EM	1820208	23AU2000	1820208		1/14/2002
CUDDLE ROLL	US	75/778,188	17AU1999	2,375,118	20	8/8/2000
CUDDLE ROLL MINI	US	78/394,047	31MR2004	3,121,583	20	7/25/2006
CUSTOM SHAPES	US	75/013,875	02NO1995	2,013,651	20	11/5/1996
DESIGN	US	76/392,382	05AP2002	2,803,234	20	1/6/2004
DOOR CRASHER, THE	CA	777,660	10MR1995	491,270	20 24	3/11/1998
DOUBLE SUPPORT	US	78/137,048	19JE2002	2,818,380	20	2/24/2004
DOWN PLUS	US	78/652,923	17JE2005		20	
DREAM PUFF	US	78/238,893	17AP2003	3,114,824	20 24	7/11/2006

MARK						
DREAM THERAPY	US	77/474,701	15MY2008		20 22 24	
DREAMSCAPE	CA	846,340	28MY1997	537853		11/28/2000
DREAMSCAPE	US	75/258,742	17MR1997	2,158,623	20	5/19/1998
DREAMSCAPE	US	77/662,373	03FE2009		20	
DREAMY NIGHTS	US	76/407,514	14MY2002	2,795,796	20 24	12/16/2003
EARTH ESSENTIALS	CA	1378501	09JA2008			
EARTH ESSENTIALS	US	77/026,893	23OC2006		20 24	
FOUR SEASONS	US	78/196,095	18DE2002	3,111,100	24	7/4/2006
H & DESIGN	CN	3611194	30JE2003	3611194	20	6/14/2005
H & DESIGN	CA	850912	24JL1997	531712		8/24/2000
H & DESIGN	MX	313391	06NO1997	567,958		1/21/1998
H & DESIGN	MX	321893	06FE1998	576206	24	5/14/1998
H & DESIGN	AR	2542840	21SE2004	2,197,897	20	
h LOGO	AR	2542841	21SE2004	2178544	24	
h LOGO	BR	826933904	28SE2004	826933904	20	11/4/2008
h LOGO	BR	826933920	28SE2004	826933920	24	11/4/2008
h LOGO	CN	4282291	22SE2004	4282291	24	3/7/2009
h LOGO	JP	2004-090078	01OC2004	4901121	20 24	
h LOGO	KR	2004-43478	22SE2004	646187	20 24	1/5/2006
HEALTHY HOME	CA	829,436	20NO1996	494,096		5/7/1998
HEALTHY HOME AND DESIGN	US	75/324,146	14JL1997	2,212,499	20 24	12/22/1998

HEALTHY LIVING	CA	1384373	21FE2008			
HEALTHY LIVING	US	77/266,120	28AU2007		20 24	
HIF AND DESIGN	MX	363800	15FE1999	606788	24	4/26/1999
HOLLANDER	CA	899,849	16DE1998	531515		8/21/2000
HOLLANDER	EM	1151604	26AP1999	1151604	20 24	2/26/2001
HOLLANDER	MX	359014	04JA1999	602126	20	2/25/1999
HOLLANDER	MX	359013	04JA1999	602125	24	2/25/1999
HOLLANDER	US	74/295,197	15JL1992	1,781,457	20 24	7/13/1993
HOLLANDER HOME FASHIONS	CA	543,705	13JE1985	322219		12/26/2001
HOLLANDER HOME FASHIONS	MX	363795	15FE1999	603963	20	3/26/1999
HOLLANDER HOME FASHIONS	MX	363799	15FE1999	603964	24	3/26/1999
HOLLANDER HOME FASHIONS	US	73/492,915	01AU1984	1,327,027	20 24	3/26/1985
HUGE	US	75/307,538	12JE1997	2,322,531	20	2/15/2005
HUGE	US	78/320,367	29OC2003	2,926,375	20 24	2/15/2005
INSUFIL	US	74/006,667	01DE1989	1,675,908	24	2/18/1992
ITTY BITTY	CA	753,336	27AP1994	485526		11/14/1997
LIVE COMFORTABLY	AR	2542838	21SE2004	2,197,895	20	
LIVE COMFORTABLY	AR	2542839	21SE2004	2178543	24	
LIVE	CA	1151245	29AU2002	TMA620,784		8/28/2004

COMFORTABLY						
LIVE COMFORTABLY	CN	4282290	22SE2004	4282290	20	2/7/2008
LIVE COMFORTABLY	CN	4281994	22SE2004	4281994	24	5/7/2008
LIVE COMFORTABLY	JP	2004-090077	01OC2004	4901120	20 24	5/7/2008
LIVE COMFORTABLY	US	78/115,624	18MR2002	2,751,427	20 24	8/12/2003
LIVE COMFORTABLY, LIVE GREEN	CA	1377093	21DE2007		20 24	
LIVE COMFORTABLY, LIVE GREEN	US	77/356,806	20DE2007		20 24	
LIVE GREEN	US	77/281,959	18SE2007		20 24	
MEGA	US	78/248,949	13MY2003	2,834,611	20	4/20/2004
MICRO-BARRIER	US	77/175,276	08MY2007	3,561,843	20 24	1/13/2009
MICROSHIELD	CA	899,848	16DE1998	TMA547920		7/10/2001
MINI	US	78/394,045	31MR2004	2,974,910	20	7/19/2005
NATURAL ELEMENTS	CA	1395929	15MY2008	3,464,397	20	7/8/2008
NATURAL ELEMENTS	US	78/909,826	16JE2006	3464397	20	7/8/2008
NEVER FLAT	CA	1270917	02SE2005	TMA669,135		8/20/2006
NEVER FLAT	US	78/238,885	17AP2003	3,107,498	20	6/20/2006
OPUS	CA	1430797	12MR2009			
OPUS	US	78/171,006	04OC2002	2,833,280	20 22	4/13/2004

MARK	COUNTRY	REGISTRATION NO.	CLASS	AMOUNT	STATUS	DATE
					24	
PEACHY	US	76/024,553	13AP2000	2,489,420	20	9/11/2001
					24	
PERFECT REST	US	78/142,335	09JL2002	2,900,607	20	11/2/2004
PERFECT SUPPORT	US	74/640,191	24FE1995	2,005,391	20	10/1/1996
PUFFARAL	US	74/182,150	03JL1991	1,689,074	20	5/26/1992
SNUG SACK	CA	421,805	28FE1978	241,357		3/21/1980
SNUG SACK	US	73/134,818	21JL1977	1,136,249	25	5/27/1980
SNUGLET	US	78/430,191	04JE2004	3,074,593	20	3/28/2006
SPINE TECH	US	77/474,695	15MY2008		20 22	
SUPERFIT	US	77/586,297	06OC2008		24	
SUPERSIDE	CA	1225865	04AU2004	TMA641078		6/1/2005
SUPERSIDE	US	78/381,047	09MR2004	2,984,220	20	8/9/2005
THERASLEEP	US	77/474,700	15MY2008		20 22 24	
TRILOGY	US	74/674,187	15MY1995	2,007,760	20	10/15/1996
UNE VIE DOUILLETTE	CA	1151246	29AU2002	TMA638,406		4/27/2005
UNE VIE DOUILLETTE	US	78/157,787	26AU2002	2,851,928	24	6/8/2004
VELVET COMFORT	US	78/869,825	26AP2006	3,260,558	20 24	7/10/2007
VELVET DREAMER	US	78/553,333	25JA2005	3,389,764	20	2/26/2008
VENDOME	US	78/168,219	26SE2002	2,838,448	24	5/4/2004
WARMTH SEAL	CA	899,845	16DE1998	TMA 553,044		10/29/2001
WE DONT SLEEP WELL UNTIL DO	CA	1,001,626	11JA1999	TMA556215		1/10/2002

WIDE BODY	US	78/238.887	17AP2003	2,978,708	20	7/26/2005
WILD THING	US	76/182.652	19DE2000	2,900,136	20	11/2/2004
WOOLY BULLY	US	73/216.414	21MY1979	1,152,467	24	4/28/1981
COUNTESS YORK	Mexico	363798	2/15/1999	606787		4/26/1999
COUNTESS YORK	Mexico	363797	2/15/1999	621680		8/31/1999
COUNTESS YORK	Mexico	363794	2/15/1999	609767		5/20/1999
COUNTESS YORK	Mexico	363793	2/15/1999	603962		3/26/1999
GRAND SATEEN	U.S. Federal	75468979	4/16/1998	2310617		1/25/2000
H	U.S. Federal	75295744	5/21/1997	2199538		10/27/1998
h	Germany	39923444.6	4/23/1999	39923444		6/2/1999
H	Community Trademarks	1151653	4/26/1999	1151653		6/14/2000
h Wir ruhen nicht, bis Sie gut schlafen	Germany	30151068.7	8/24/2001	30151068		3/8/2002
HHP	Mexico	363796	2/15/1999	654700		5/24/2000
HOLLANDER	Germany	39923441.1	4/23/1999	39923441		5/18/1999
HOLLANDER	China	3611195	6/30/2003			
KOOLFOAM	U.S. Federal	77586053	10/6/2008			
SIMPLY	Canada	087429300	4/3/1998	TMA514327		8/11/1999
SNUGGLEROLL	U.S. Federal	76366901	2/5/2002	2677373		1/21/2003
THE BODY CUDDLER	Canada	076254500	8/25/1994	TMA448674		10/6/1995
TRILOGY	U.S. Federal	74674187	5/15/1995	2007760		10/15/1996
WE DON'T SLEEP WELL UNTIL YOU DO	U.S. Federal	75982723	3/10/1998	2640351		10/22/2002
WIR RUHEN NICHT BIS SIE GUT SCHLAFEN	Community Trademarks	1151596	4/26/1999	1151596		6/8/2000