

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 1740-214	
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): Comfort24-7.com, LLC <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership Citizenship (see guidelines) <u>Illinois</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Bank of America, N.A. as agent</u> Internal Address: _____ Street Address: <u>135 S. LaSalle</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60603</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Association</u> U.S. If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>September 17, 2009</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name </div> </div>	
4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <div style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
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: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </div>
8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>	
9. Signature: <div style="display: flex; justify-content: space-between;"> <div> Signature <u>Laura L. Konrath</u> Name of Person Signing </div> <div> Date <u>10/15/09</u> </div> </div> <div style="text-align: right;"> Total number of pages including cover sheet, attachments, and document: </div>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation
Item 4

Schedule 1

TRADEMARKS:

TRADEMARK	COUNTRY	APP/REG. NO.	APP/REG. DATE
COMFORT24-7	United States of America	3,518,741	October 21, 2008

TRADEMARKS PENDING:

-None

TRADEMARK LICENSES:

-None

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 17, 2009, is between comfort24-7.com, LLC, an Illinois limited liability company ("Grantor"), and Bank of America, N.A. (the "Lender").

WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Lender, pursuant to which Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized manager thereunto as of this 15 day of August, 2009.

COMFORT24-7.COM, LLC

By: _____
Name: Frederick R. Kahn
Title: Manager

Acknowledged:

BANK OF AMERICA, N.A.,
as Lender

By: [Signature]
Name: DAVID DALON
Title: VP

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated manager of comfort24-7.com, LLC, who being by me duly sworn, did depose and say that he is such manager of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company

{Seal}

Notary Public

Signature Page to Trademark Security
Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized manager thereunto as of this 11th day of September, 2009.

COMFORT24-7.COM, LLC

By: Frederick R. Kahn

Name: Frederick R. Kahn

Title: Manager

Acknowledged:

BANK OF AMERICA, N.A.,
as Lender

By: _____

Name: _____

Title: _____

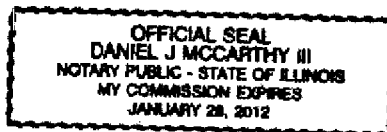
ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Cook)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated manager of comfort24-7.com, LLC, who being by me duly sworn, did depose and say that he is such manager of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company

{Seal}

Daniel J. McCarthy III
Notary Public



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