

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
1	Trademark	1-800-SLEEPING			
	78/511527	11/14/2004	3083802	4/18/2006	4/18/2016
2	Trademark	1-800-SLEEPY'S			
	74/630983	2/7/1995	1946855	1/9/1996	1/9/2016
3	Trademark	1-800-TRY-A-BED			
	74/148447	3/18/1991	1728378	10/27/1992	10/27/2012
4	Trademark	BEDDING CENTERS W/ MAN IN NIGHTSHIRT			
	73/056058	6/25/1975	1037070	3/30/1976	3/30/2016
5	Trademark	COMPETITION CRUSHER GALLERY			
	78/745679	11/2/2005	3320605	10/23/2007	10/23/2017
6	Trademark	DEPARTMENT STORE HATE US, BUT YOU'RE GOING TO LOVE US			
	74/148441	3/18/1991	1689430	5/26/1992	5/26/2012
7	Trademark	FOR THE REST OF YOUR NIGHTS			
	78/624948	5/6/2005	3216453	3/6/2007	3/6/2017
8	Trademark	HAVE MORE FUN IN BED			
	73/340970	12/1/1981	1225578	1/25/1983	1/25/2013
9	Trademark	IT'S ALL ABOUT YOU!			
	77/096120	1/31/2007	3414008	4/22/2008	4/22/2018
10	Trademark	KLEINSLEEP			
	73/261539	5/12/1980	1186784	1/19/1982	1/19/3013
11	Trademark	MAN IN NIGHTSHIRT, CAP AND CANDLE			
	73/056057	6/25/1975	1033343	2/10/1976	2/10/2016
12	Trademark	NEW & ALMOST NEW MATTRESSES			
	77/145619	3/31/2007	3379780	2/5/2008	2/5/2018
13	Trademark	OFF-TRACK BEDDING			
	73/261616	5/12/1980	1243238	6/21/1983	6/21/2013
14	Trademark	ORTHO POSTURE - NEW YORK			
			R29688	5/8/2001	5/8/2011
15	Trademark	ORTHO POSTURE - PENNSYLVANIA			
			2012166	3/11/1991	3/11/2011
16	Trademark	ORTHOPOSTURE			

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
	73/737633	6/27/1988	1566026	11/14/1989	11/14/2009
17	Trademark	ORTHO-POSTURES - NEW JERSEY			
			9596	12/7/1990	11/7/2010
18	Trademark	ORTHO-POSTURE			
	74/121897	12/10/1990	1764518	4/13/1993	4/13/2013
19	Trademark	PLATINUM CREST			
	76/274196	6/21/2001	2765034	9/16/2003	9/16/2013
20	Trademark	ROCKAWAY BEDDING CENTERS			
	74/150028	3/22/1991	1733754	11/17/1992	1/17/2012
21	Trademark	ROCKAWAY BEDING			
	74/148356	3/18/1991	1728376	10/27/1992	10/27/2012
22	Trademark	SLEEP CONCEPTS - MASSACHUSETTS			
			67636	10/18/2006	10/18/2016
23	Trademark	SLEEP CONCEPTS - RHODE ISLAND			
			610002	10/17/2006	10/17/2016
24	Trademark	SLEEP LIKE A KING FOR THE PRICE OF A QUEEN			
	78/436221	6/16/2004	2994829	9/13/2005	9/13/2015
25	Trademark	SLEEPING COUPLE			
	75/260243	3/19/1997	2139067	2/24/1998	2/24/2018
26	Trademark	SLEEPY'S			
	73/377996	7/30/1982	1265009	1/24/1984	1/24/2014
27	Trademark	SLEEPY'S AND RECLINING FIGURE			
	73/756811	10/11/1988	1547769	7/11/1989	7/11/2019
28	Trademark	SLEEPY'S BRONZE			
	76/074867	6/21/2000	2469626	7/17/2001	7/17/2011
29	Trademark	SLEEPY'S CRUSHES THE COMPETITION			
	74/315695	9/21/1992	1770677	5/11/1993	5/11/2013
30	Trademark	SLEEPY'S DIRECT			
	78/463182	8/9/2004	3237987	5/1/2007	5/1/2017
31	Trademark	SLEEPY'S GOLD			
	76/073042	6/16/2000	2469616	7/17/2001	7/17/2011
32	Trademark	SLEEPY'S INCREDIBLE PRICE GUARANTEE			
	75/474774	4/27/1998	2322385	2/22/2000	2/22/2010
33	Trademark	SLEEPY'S KIDS			
	75/379498	10/27/1997	2265627	7/27/1999	7/27/2009
34	Trademark	SLEEPY'S PLATINUM			
	76/105627	8/9/2000	2800712	12/30/2003	15/30/2013
35	Trademark	SLEEPY'S PLATINUM PLUS			
	76/072490	6/16/2000	2477820	8/14/2001	8/14/2011

[Trademark Agreement]

TRADEMARK INVENTORY					
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36	Trademark	SLEEPY'S SILVER			
	76/073041	6/19/2000	2469615	7/17/2001	7/17/2011
37	Trademark	SLEEPY'S SOLID GOLD			
	76/105626	8/9/2000	2800711	12/30/2003	12/30/2013
38	Trademark	SLEEPY'S THE #1 SLEEP SHOP IN THE COUNTRY			
	78/698744	8/23/2005	3363311	1/1/2008	1/1/2018
39	Trademark	SLEEPY'S THE MATTRESS PROFESSIONAL WE'RE WIDE AWAKE TO SAVE YOU MONEY! AND MAN IN NIGHTCAP			
	73/377987	7/30/1980	1265008	1/24/1984	1/24/2014
40	Trademark	THE LAST "S" IN SLEEPY'S STANDS FOR SAVINGS			
	74/640223	3/1/1995	2265183	7/27/1999	7/27/2009
41	Trademark	THE MATTRESS PROFESSIONALS			
	73/378002	7/30/1982	1257589	11/15/1983	11/15/2013
42	Trademark	THE MOST TRUSTED NAME IN MATTRESSES			
	78/390693	3/25/2004	2953960	5/17/2005	5/17/2015
43	Trademark	THE ONLY SENSIBLE PLACE TO BUY YOUR MATTRESS			
	78/390686	3/25/2004	3115008	7/11/2006	7/11/2016
44	Trademark	TRY-A-BED			
	74/148357	3/18/1991	1728377	10/27/1992	10/27/2013
45	Trademark	WE GURANTEE YOU A GOOD NIGHTS SLEEP			
	75/816992	10/7/1999	2368899	7/18/2000	7/18/2010
46	Trademark	WE'VE GOT YOUR DAY BED			
	73/760571	10/31/1988	1541062	5/23/1989	5/23/2009
47	Trademark	WE'VE GOT YOUR MATTRESS			
	73/752229	9/16/1988	1534859	4/11/1989	4/11/2019
48	Trademark				
	78483182	9/14/2004	3027874	12/13/2005	
49	Trademark	SLEEPY'S THE MATTRESS PROFESSIONALS			
	77760730	6/16/2009	PENDING		
50	Trademark	YOUR MOST VALUABLE NATURAL RESOURCE. SLEEP.			
	77759661	6/15/2009	PENDING		
51	Trademark	1/3 OF ALL AMERICANS WON'T SLEEP WELL TONIGHT			
	77759653	6/15/2009	PENDING		
51	Trademark	THERE'S NEVER BEEN A BETTER TIME TO GET A GREAT NIGHT'S SLEEP			
	77759608	6/15/2009	PENDING		
52	Trademark	A BETTER TOMORROW STARTS WITH A BETTER NIGHT'S SLEEP			
	77759601	6/15/2009	PENDING		

[Trademark Agreement]

TRADEMARK INVENTORY					
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53	Trademark	THIS IS A GREAT NIGHT'S SLEEP			
	77759571	6/15/2009	PENDING		
54	Trademark	WITH A GREAT NIGHT'S SLEEP, EVERYTHING IS POSSIBLE			
	77759561	6/15/2009	PENDING		
55	Trademark	SLEEP. IT'S THE NEW ALL-NIGHTER			
	77759679	6/15/2009	PENDING		
56	Trademark	A MATTRESS IS THE MOST IMPORTANT PURCHASE OF YOUR LIFETIME.			
	77759667	6/15/2009	PENDING		
57	Trademark	WE WON'T REST UNTIL THEY'RE SLEEPING AGAIN.			
	77759647	6/15/2009	PENDING		
58	Trademark	WE WON'T REST UNTIL YOU'RE SLEEPING AGAIN.			
	77759643	6/15/2009	PENDING		
59	Trademark	MAKE LAST NIGHT YOUR LAST BAD NIGHT'S SLEEP.			
	77759634	6/15/2009	PENDING		
60	Trademark	WHAT WE KNOW ABOUT MATTRESSES WILL PUT YOU TO SLEEP.			
	77759630	6/15/2009	PENDING		
61	Trademark	A BETTER TOMORROW STARTS WITH A GREAT NIGHT'S SLEEP.			
	77759628	6/15/2009	PENDING		
62	Trademark	RENEWABLE ENERGY STARTS WITH A GREAT NIGHT'S SLEEP.			
	77759622	6/15/2009			
63	Trademark	THE SLEEP PROFESSIONALS			
	77692891	3/17/2009	PENDING		
64	Trademark	PUT YOUR MONEY INTO YOUR MATRESS. NOT UNDER IT.			
	77759761	6/15/2009	PENDING		
65	Trademark	25 OF YOUR FIRST 75 YEARS ARE SPENT IN BED.			
	77759674	6/15/2009	PENDING		
66	Trademark	SLEEP. YOUR MOST VALUABLE NATURAL RESOURCE.			
	77759619	6/15/2009			
67	Trademark	THERE IS NO SOUNDER INVESTMENT THAN SOUND ASLEEP.			
	77759616	6/15/2009	PENDING		
68	Trademark	SOUND ADVICE. SOUND INVESTMENT. SOUND ASLEEP.			
	77759612	6/15/2009	PENDING		
69	Trademark	SLEEP WELL. DREAM BIG.			
	77759606	6/15/2009	PENDING		
70	Trademark	A GREAT DAY STARTS WITH A GREAT NIGHT'S SLEEP.			
	77759595	6/15/2009			

[Trademark Agreement]

TRADEMARK INVENTORY					
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71	Trademark	MATTRESS PROTECTOR PROFESSIONALS			
	77692888	3/17/2009	PENDING		
72	Trademark	PILLOW PROFESSIONALS			
	77692883	3/17/2009	PENDING		

[Trademark Agreement]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated October 15, 2009, is by and between SINT, LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at 1000 South Oyster Bay Road, Hicksville, New York 11801, and Wells Fargo Retail Finance, LLC, a Delaware limited liability company ("Secured Party"), having an office at One Boston Place, 19th Floor, Boston, Massachusetts 02108.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof, and

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Sleepy's, LLC, a Delaware limited liability company and an affiliate of Debtor ("Borrower"), as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Borrower, Debtor and certain affiliates of the debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to the Borrower pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for the benefit of itself and any Bank Product Provider as such term is defined in the Loan Agreement) a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of

America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks (all of the foregoing being collectively referred to herein as the "Licenses"), (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

Notwithstanding anything to the contrary contained herein, the "Collateral" shall not include any rights or interests in any Trademark, License or other Collateral if under the terms of such Trademark, License or other Collateral, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Lender is prohibited, or such grant is prohibited by, constitutes a breach or default under, or results in the termination of, or gives rise to the right of any Person to terminate, or requires any consent not obtained under, any such Trademark, License or other Collateral and such prohibition, breach, default or termination or right to terminate has not been or is not waived or the consent of the other party to such Trademark, License or other Collateral has not been or is not otherwise obtained or under applicable law such prohibition, breach, default, termination or right to terminate cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition, breach, default, termination or right to terminate is rendered ineffective by, or otherwise unenforceable under, Sections 9-406, 9-407 or 9-408 of the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Lender's unconditional continuing security interests in and liens upon any rights or interests of a Borrower in or to monies due or to become due under any such Trademark, License or other Collateral.

In addition, notwithstanding anything to the contrary contained herein, the "Collateral" shall not include the Trademarks listed on Exhibit D hereto.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement).

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms, subject to any grace periods applicable thereto, if any.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (subject to Permitted Liens), and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the reasonable good faith business judgment of the Debtor). The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) Permitted Liens, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement or any other Financing Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party under Section 4 hereof.

(g) Secured Party may, in its discretion, exercised in good faith, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the

security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable out-of-pocket attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the reasonable good faith business judgment of the Debtor). Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable (except (x) as a result of expiration at the end of their non-renewable statutory terms or (y) to the extent no longer useful in the Debtor's business, as determined in the reasonable good faith business judgment of the Debtor).

(j) Debtor shall render any assistance, as Secured Party shall in good faith determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would reasonably be expected to have a Material Adverse Effect. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party if such litigation or proceeding would reasonably be expected to have a Material Adverse Effect. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any

term or design which infringes on any Trademark or is likely to cause confusion with any Trademark if such infringement or confusion would reasonably be expected to have a Material Adverse Effect. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, exercised in good faith, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable out-of-pocket attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except to the extent any such claim, suit, loss, damage or expense resulted from the gross negligence or willful misconduct of Secured Party. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable out-of-pocket attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement or any of the other Financing Agreements:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may in good faith determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and, to the extent permitted by law, Debtor waives any other notice with respect thereto. Secured Party shall have, to the extent permitted by law, the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, exercised in good faith, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable out-of-pocket attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable out-of-pocket attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party in connection therewith. Thereafter, Secured Party may apply any remaining proceeds as set forth in the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may reasonably deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any

principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH 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 DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such

litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	1000 South Oyster Bay Road
	Hicksville, NY 11801
	Attention: Chief Financial Officer
	Telephone No.: (516) 861-8820
	Telecopy No.: (516) 861-8847
If to Secured Party:	Wells Fargo Retail Finance, LLC
	One Boston Place, 19 th Floor
	Boston, MA 02108
	Attention: Portfolio Manager
	Telephone: (617) 854-7243
	Telecopier: (617) 523-4032

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined in good faith by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any

particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 13.3 of the Loan Agreement. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and Debtor. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

License Agreement dated June 1, 1997 between SINT, LLC and Sleepy's, LLC

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____ 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of SINT, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the member and/or managers of said limited liability company.

Notary Public

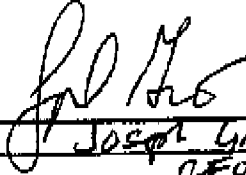
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SINT, LLC

By: _____

Name: _____

Title: _____



JOSEPH GRAM
CFO

WELLS FARGO RETAIL FINANCE, LLC

By: _____

Name: _____

Title: _____


Signature Page to Trademark Agreement

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SINT, LLC

By: _____
Name: _____
Title: _____

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: Emily Abramson
Title: Vice President

Signature Page to Trademark Agreement

EXHIBIT D
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

EXCLUDED TRADEMARKS

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
1	Trademark	DIAL A MATTRESS			
	73450411	10/31/1983	1339658	6/4/1985	2/27/2006
2	Trademark	(212) M-A-T-T-R-E-S			
	73762119	11/7/1988	1589453	3/27/1990	12/15/2000
3	Trademark	DM DIAL A MATTRES			
	73763315	11/14/1988	1554222	8/29/1989	
4	Trademark	THE BEDDING CONSULTANTS			
	74108222	10/19/1990	1697217	6/23/1992	10/17/2001
5	Trademark	1-800-MATTRES, AND LEAVE OFF THE LAST S THAT'S THE S FOR SAVINGS			
	74108279	10/19/1990	1728356	10/27/1992	2/24/2002
6	Trademark	PHONE-A-MATTRESS			
	74112084	11/5/1990	1757763	3/9/1993	4/1/2003
7	Trademark	DIAL-A-MATTRESS			
	74156218	4/11/1991	1748796	1/26/1993	3/22/2003
8	Trademark	DIAL-A-PEDIC			
	74396264	6/1/1993	1828682	3/29/1994	4/27/2004
9	Trademark	SLEEP CONSULTANTS			
	75596338	11/27/1998	2435720	3/13/2001	
10	Trademark	SLEEP CONSULTANTS			
	75618050	1/11/1999	2374536	8/8/2000	
11	Trademark	1-800-MATTRESS			
	76290744	7/27/2001	2915478	1/4/2005	
12	Trademark	LEAVE OFF THE LAST "S" FOR SAVINGS			
	76290769	7/27/2001	2581984	6/18/2002	
13	Trademark	1-800-MATTRESS.COM			
	77069615	12/21/2006	NONE		
14	Trademark	AMERICAN EXCELLENCE			
	77159601	4/18/2007	3364797	1/8/2008	
15	Trademark	1800MATTRESS.COM			
	77191658	5/29/2007	3365489	1/8/2008	
16	Trademark	CALL CLICK COME IN			

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
	77215742	6/26/2007	3384926	2/19/2008	
17	Trademark	NATION'S PRIDE			
	78071417	6/28/2001	2644633	10/29/2002	
18	Trademark	1-800-SU-COLCHON			
	78483007	9/14/2004	3027870	12/13/2005	
19	Trademark	HOW DID YOU SLEEP LAST NIGHT?			
	78503762	10/21/2004	3035231	12/27/2005	
20	Trademark	MATTRESS.COM			
	78511054	11/4/2004	NONE		
21	Trademark	SLEEP HAPPILY EVER AFTER			
	78512825	11/8/2004	3037957	1/3/2006	
22	Trademark	HOW DID YOU SLEEP LAST NIGHT?			
	78931113	7/17/2006	3242233	5/15/2007	
23	Trademark	MATTRESS MENU			
	78953466	8/16/2006	3396803	3/11/2008	
24	Trademark	MATTRESS MENU			
	78957421	8/22/2006	3396806	3/11/2008	
25	Trademark	MATTRESS.COM			
	78976682	11/4/2004	NONE		

INTERNATIONAL APPLICATIONS AND REGISTRATIONS					
	Country	Registration #	Registration Date	Status	Renewal Date
1	Canada	1-800-MATTRESS			
		TMA651830	10/28/2005	REGISTERED	10/28/2020
2	Canada	DIAL A MATTRESS			
		TMA408285	2/19/1993	RENEWED 2008	2/19/2023
3	Canada	DIAL A MATTRESS and DESIGN (old phone logo)			
		TMA426433	4/22/1994	RENEWED 2009	4/22/2024
4	European Union Community Trademark	DIAL A MATTRESS			
		002019370	5/3/1991		12/19/2010
5	France	DIAL A MATTRESS			
		1657835	4/25/1991		4/25/2011
6	Germany	DIAL A MATTRESS			

INTERNATIONAL APPLICATIONS AND REGISTRATIONS					
	Country	Registration #	Registration Date	Status	Renewal Date
		2907856	6/13/1995		5/31/2011
7	Greece	DIAL A MATTRESS			
		104952	7/10/1991		7/10/2011
8	Italy	DIAL A MATTRESS			
		0000623182	5/3/1991		5/31/2011
9	Mexico	1-800-SU COLCHON			
		922,008	10/13/2005		9/12/2015
10	Spain	1-800-SU COLCHON			
		2,643,377	3/14/2005		3/14/2015
11	Spain	DIAL A MATTRESS			
		1,636,685	5/20/1991	RENEWED 2001	5/20/2011