

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
Classic Brands, LLC.		02/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE CIT GROUP/COMMERCIAL SERVICES, INC.
Street Address:	11 West 42nd Street
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3007738	POSTURE-TEMP
Registration Number:	2891848	DORMIA
Registration Number:	3220504	NATURAL EXPRESSIONS
Registration Number:	1296339	CLASSIC
Registration Number:	3738297	QUIETSLEEP
Registration Number:	3656017	COOL GEL
Registration Number:	3656013	COOL SLEEP
Registration Number:	3656012	COOL TOP

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8602
 Email: svictor@stradley.com

CH \$215.00 3007738

900155541

**TRADEMARK
 REEL: 004155 FRAME: 0198**

Correspondent Name: Sheila Victor for Caroline Harkins
Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2600 One Commerce Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	158430-1038
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	02/24/2010

Total Attachments: 4

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Trademark Security Agreement

WHEREAS, CLASSIC BRANDS, LLC, a Delaware limited liability company (herein referred to as "Classic"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Classic is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (herein referred to as "Lender"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "IP Agreement") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Classic has granted to Lender a security interest in, and mortgage on, all right, title and interest of Classic in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

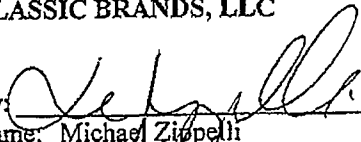
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Classic does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Classic does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 11 West 42nd Street, New York, New York 10036.

IN WITNESS WHEREOF, Classic has caused this Agreement to be duly executed by its duly authorized officer as of the 24 day of February, 2010.

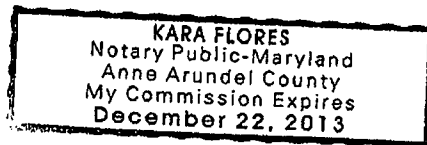
CLASSIC BRANDS, LLC

By: 
Name: Michael Zippelli
Title: President and Chief Executive Officer

STATE OF Maryland)
) ss:
COUNTY OF Howard)

On this 24 day of February 2010, before me personally came Michael Zippelli, to me known, who being duly sworn, did depose and say, that he is the President and Chief Executive Officer of CLASSIC BRANDS, 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 of said limited liability company, intending the same to be effective as of February 24 2010.

Kara Flores
Notary Public



SCHEDULE A

U.S. Registered Trademarks

LIST OF TRADEMARKS AND TRADEMARK REGISTRATION APPLICATIONS

<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
78140651	3007738	POSTURE-TEMP
78135034	2891848	DORMIA
78367817	3220504	NATURAL EXPRESSIONS
73451914	1296339	CLASSIC (for waterbeds and components thereof)
78947633	3738297	QUIETSLEEP
78947612	3656017	COOL GEL
78945209	3656013	COOL SLEEP
78945080	3656012	COOL TOP

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

[NONE]