

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:	JMX Capital Partners, LLC
Street Address:	8210 Wellmoor Court
City:	Jessup
State/Country:	MARYLAND
Postal Code:	20794
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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: (888)637-1943
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (877) 707-7533
 Email: mzippelli@dormia.com
 Correspondent Name: Michael Zippelli

OP \$215.00 3007738

Address Line 1: 8210 Wellmoor Court
Address Line 4: Jessup, MARYLAND 20794

NAME OF SUBMITTER:	Michael Zippelli
Signature:	/Michael Zippelli/
Date:	03/11/2010

Total Attachments: 2
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THE SECURITY INTERESTS IN FAVOR OF JMX CAPITAL PARTNERS, LLC, EVIDENCED HEREBY ARE SUBJECT IN ALL RESPECTS TO THE SECURITY INTERESTS IN FAVOR OF THE CIT GROUP/COMMERCIAL SERVICES, INC., AS MORE FULLY SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED FEBRUARY 24, 2010, AMONG JMX CAPITAL PARTNERS, LLC, THE CIT GROUP/COMMERCIAL SERVICES, INC., AND CLASSIC BRANDS, LLC, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, REPLACED OR OTHERWISE MODIFIED FROM TIME TO TIME.

Security Agreement

Trademarks

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 (collectively, the "**Trademarks**");

WHEREAS, Classic is obligated to JMX Capital Partners, LLC, a Delaware limited liability company (herein referred to as "**Lender**"), pursuant to a certain Subordinated Secured Promissory Note dated as of the date hereof (the "**Note**") issued to Lender;

WHEREAS, pursuant to the Note, 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 Note (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Note; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Note, and is intended to supplement the Note 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 under the Note.

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 Note, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 8210 Wellmoor Court, Jessup, Maryland 20794.

[signature page follows]

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

CLASSIC BRANDS, LLC

By: _____

Name: Michael Zippelli

Title: President and Chief Executive Officer

STATE OF _____)

) ss:

COUNTY OF _____)

On this ___ 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.

Notary Public

SCHEDULE A

LIST OF TRADEMARKS

<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