

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
Berkshire Blanket, Inc.		07/29/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	360 Lexington Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3713389	A TOUCH DIFFERENT
Registration Number:	3660738	BERKSHIRE BABY
Registration Number:	3240570	BERKSHIRE BEDDING
Registration Number:	2261788	BERKSHIRE BLANKET
Registration Number:	3671941	BERKSHIRE BLANKET
Registration Number:	3320049	BERKSHIRE LIFE
Registration Number:	2794740	BETTER LIVING
Registration Number:	3363854	CUDDLY CREATURES
Registration Number:	2777935	
Registration Number:	2837505	NEVERPILL
Registration Number:	3226789	SERA SOFT
Registration Number:	3660890	STOCKBRIDGE HOME
Serial Number:	77910317	BERKSHIRE HOME

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**TRADEMARK
 REEL: 004251 FRAME: 0415**

Serial Number:	77192268	BERKSHIRE LIFE
Serial Number:	77721894	FOREVER SAFE
Serial Number:	77547569	A TOUCH DIFFERENT
Serial Number:	85072074	CUDDLY BUDDIES

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 572-4786
Email: epolak@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree St.
Address Line 2: ATTN: Gerald T. Woods
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726.009191
NAME OF SUBMITTER:	Gerald T. Woods
Signature:	/Gerald T. Woods/
Date:	07/30/2010

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 2010, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as Agent (WBCC, in such capacity, the "Agent"), for itself and any other Lenders (WBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, the other Obligors party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in the property described therein, including, without limitation, all of the Company's Property (as hereinafter defined), as security for the payment of the Obligations; and

D. Pursuant hereto, the Company is making a further, specific grant of a security interest in the Property to Agent;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, of the United States of America referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the

ratable benefit of the Lenders, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, each Trademark.

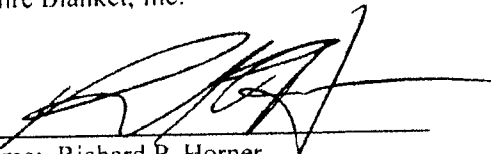
3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

"COMPANY"

Berkshire Blanket, Inc.

By: 
Name: Richard P. Horner
Title: Chief Financial Officer

[Webster-Berkshire Trademark Security Agreement]

SCHEDULE I

Mark	Registration Number	Application Number
A Touch Different	3713389	
Berkshire Baby & Design	3660738	
Berkshire Bedding	3240570	
Berkshire Blanket & Design	2261788	
Berkshire Blanket & Design	3671941	
Berkshire Life	3320049	
Better Living	2794740	
Cuddly Creatures	3363854	
Four Square Logo	2777935	
Neverpill	2837505	
Sera Soft	3226789	
Stockbridge Home and design	3660890	
Berkshire Home		77/910317
Berkshire Life		77/192268
Forever Safe and Design		77/721894
A Touch Different		77/547569
Cuddly Buddies		85/072074