

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
SLEEPCARE CENTERS, INC.		03/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHSTAR MEZZANINE PARTNERS V L.P.		
Street Address:	45 SOUTH 7TH STREET		
Internal Address:	2310 PLAZA VII		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2044956	SLEEPCARE	
CORRESPONDENCE DATA			
Fax Number:	(612)977-8650		
Phone:	612-977-8483		
Email:	sbourdaux@briggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sarina I. Bourdaux, Paralegal		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	33324.84		
NAME OF SUBMITTER:	Marcus A. Ploeger, Esq.		
Signature:	/MARCUS A. PLOEGER, ESQ./		

CH \$40.00 2044956

Date:

03/28/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Dated: March 9, 2012

WHEREAS, SLEEPTECH, L.L.C., a New Jersey limited liability company ("SleepTech"), SLEEPCARE CENTERS, INC., a Delaware corporation ("SleepCare"), and BLACKWOOD MEDICAL, INC., a New Jersey corporation ("Blackwood"; together with SleepTech and SleepCare, "Grantors"; each individually, a "Grantor"), own the respective trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and are party to the respective trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantors and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of March 9, 2012 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantors of a promissory notes in the aggregate original principal amount of \$14,500,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of March 9, 2012 by and between Grantors and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantors have granted to Grantee a security interest in all or substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (that term used herein as defined in the Security Agreement) and Trademark Licenses (that term used herein as defined in the Security Agreement), but excluding any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office but not excluding any common law Trademark rights otherwise included herein, and all proceeds thereof, to secure the payment of all amounts owing by Grantors under the Note Purchase Agreement and the other Credit Documents (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the prompt and complete payment of all obligations and liabilities of Grantors under the Note Purchase Agreement and the other Credit Documents, each Grantor does hereby grant to Grantee 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 of such Grantor, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) each Trademark License of such Grantor, including, without limitation, the Trademark Licenses referred to in 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 such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued

with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

Notwithstanding the foregoing, no grant of security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office, provided that the foregoing shall not be deemed or construed to negate, diminish or otherwise adversely affect the security interest of Grantee in any common law Trademark rights otherwise granted herein.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Grantee 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.

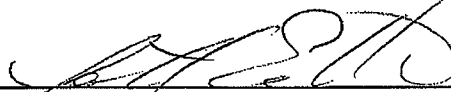
This Trademark Security Agreement shall terminate and the security interest in the Trademarks shall be released upon the full and indefeasible payment and performance of the Obligations (as defined in the Note Purchase Agreement). Upon the termination of this Trademark Security Agreement, Grantee shall, at Grantors' expenses and upon Grantors' reasonable written request, execute all documents, make all filings, take all other actions reasonably requested in writing by Grantors to evidence and record the release of the security interests in the Trademarks granted herein.

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signature page follows]


IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:


SLEEPTech, L.L.C.,
a New Jersey limited liability company

By: 
Jonathan E. Earnhardt, President

SLEEPCARE CENTERS, INC.,
a Delaware corporation

By: 
Jonathan E. Earnhardt, President

BLACKWOOD MEDICAL, INC.,
a New Jersey corporation

By: 
Jonathan E. Earnhardt, President

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: Douglas E. Mark
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Companies)]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

SLEEPTech, L.L.C.,
a New Jersey limited liability company

By: _____
Jonathan E. Earnhardt, President

SLEPCARE CENTERS, INC.,
a Delaware corporation

By: _____
Jonathan E. Earnhardt, President

BLACKWOOD MEDICAL, INC.,
a New Jersey corporation

By: _____
Jonathan E. Earnhardt, President

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: 
Name: Douglas E. Mark
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Companies)]

**Schedule 1 to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

Debtor	Mark	Country	Reg. No./ Reg. Date	Date of Registration	Date of Filing	Goods/Services
Sleeptech	Sleep Resources For Expert Sleep Training	U.S.	3411298	April 15, 2008	June 07, 2007	
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Sleeptech	My Sleeptech	U.S.	3172865	November 21, 2006	March 14, 2005	
Sleeptech	Sleep Essentials	U.S.	2996764	September 20, 2005	July 16, 2004	
Sleeptech	Better Sleep For A Better Life	U.S.	2945630	May 03, 2005	October 17, 2003	
Sleeptech	Sleeptech	U.S.	1975427	May 21, 1996	October 11, 1994	
SleepCare Centers, Inc.	SLEEP CARE	U.S.	2044956	March 11, 1997		Medical services and medical clinics relating to the diagnosis and treatment of sleep disorders

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

COMMON LAW TRADEMARKS

None.