

EXHIBIT A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK INVENTORY					
	Serial No	Filing Date	Registration #	Registration Date	Renewal Date
1	Trademark	A BETTER WAY TO BUY A MATTRESS			
	85/044637	5/21/2010	3886435	12/7/2010	12/7/2020
2	Trademark	ALL THINGS SLEEP			
	77/927699	2/4/2010			
3	Trademark	BETTER BEDDING			
	75/252555	3/3/1997	2172551	7/14/1998	7/14/2018
4	Trademark	COMFORT THAT LASTS A LIFETIME			
	85/507670	1/3/2012			
5	Trademark	DEFINE YOUR SLEEP. DEFINE YOURSELF. EXPRESSIONS			
	85/098812	8/3/2010			
6	Trademark	DESIGN YOUR SLEEP * DEFINE YOURSELF EXPRESSIONS and Design			
	77/876063	11/19/2009	3851571	9/21/2010	9/21/2020
7	Trademark	EXPRESSIONS *BLISS			
	77/875221	11/18/2009			
8	Trademark	EXPRESSIONS *HARMONY			
	77/875223	11/18/2009			
9	Trademark	EXPRESSIONS *RAPTURE			
	77/875228	11/18/2009			
10	Trademark	EXPRESSIONS *SERENITY			
	77/875232	11/18/2009			
11	Trademark	HONEST ADVICE AT THE RIGHT PRICE			
	85/015553	4/16/2010			
12	Trademark	HONEST ADVICE. LOW PRICE.			
	75/250871	3/3/1997	2130630	1/20/1998	1/20/2018
13	Trademark	MATTRESS MATCHMAKER			
	85/428251	9/21/2011			
14	Trademark	S SLEEPY'S CAMPUS SHOP and Design			
	85/026425	4/29/2010			
15	Trademark	WE PROMISE YOU A GREAT NIGHT'S SLEEP			
	85/015551	4/16/2010	3918218	2/8/2011	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated March 30, 2012, is by and between SINT, LLC, a Delaware limited liability company ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wells Fargo Retail Finance, LLC, a national banking association, on behalf of itself and any of its affiliates that at any time provides Bank Products to any Loan Party (in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party have entered into financing arrangements pursuant to which Secured Party has made and may make loans and advances and provide other financial accommodations to Sleepy's, LLC, a Delaware limited liability company ("Sleepy's"), 1800mattress.com, LLC, a New York limited liability company ("Mattress") and HMK Intermediate Holdings LLC, a Delaware limited liability company ("HMK", and together with Sleepy's and Mattress, each individually a "Borrower" and collectively, "Borrowers") as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain of Borrowers' affiliates, including Debtor, and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or 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, refinanced, restructured or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated October 15, 2009, by and between Debtor and Secured Party (the "Existing Trademark Agreement"), Debtor granted to Secured Party a valid first priority security interest in all of Debtor's then existing or thereafter acquired trademarks, tradenames, trade styles, terms, service marks, designs and applications therefor and all other Collateral, including, but not limited to, all of the foregoing described in Exhibit A to the Existing Trademark Agreement;

WHEREAS, Debtor, in addition to being 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 to the Existing Trademark Agreement, has also 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 (collectively, the "New Trademarks"); and

WHEREAS, in order to induce Secured Party to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Financing Agreements, Debtor hereby acknowledges and reaffirms the security interests heretofore granted

by Debtor to Secured Party pursuant to the Existing Trademark Agreement and, as a supplement thereto has agreed to confirm the grant to Secured Party of 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:

I. Grant of Security Interest.

(a) In addition, and not in limitation, of the security interests and other interests granted to Secured Party pursuant to the Existing Trademark Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Secured Party pursuant to the Existing Trademark Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) 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 (B) 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; (ii) 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; (iii) 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"), (iv) 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; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) 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 Trademark, License or other Collateral constituting Excluded Property.

(b) The foregoing is to confirm and restate the grant to Secured Party of the security interest in and general lien upon, and conditional assignment of, the New Trademarks and related assets as described above (collectively, together with the New Trademarks, the "Additional Collateral").

2. Obligations Secured.

The security interest, lien and other interests granted and confirmed, reaffirmed and restated pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, to the extent arising under this Agreement, the Loan Agreement, or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement, or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Existing Trademark Agreement.

4. Exhibits. Exhibit A to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Existing Trademark Agreement.

5. Miscellaneous.

(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) 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.

(c) 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.

(d) 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.

(e) 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

SINT, LLC

By: 

Name: Joseph Graci

Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: Emily J. Abrahamson

Title: Vice President

Supplemental Trademark Agreement - SINT


TRADEMARK
REEL: 004778 FRAME: 0651

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

SINT, LLC

By: _____
Name: Joseph Graci
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: Emily J. Abrahamson
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Supplemental Trademark Agreement - SINT