

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
Sleep Innovations, Inc.		11/16/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	100 Park Avenue, 3rd Floor
Internal Address:	Attention: Account Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	3504310	ACELLA-FLEX
Registration Number:	3874340	B. O. B.
Serial Number:	85122098	
Serial Number:	85122539	
Registration Number:	3115073	BODIEASE
Registration Number:	3137309	BODIPEDIC
Registration Number:	3495925	BODIPEDIC
Registration Number:	3916902	BODIPEDIC
Registration Number:	3407309	COMFÔRT
Registration Number:	3280297	COMFORT GEL
Registration Number:	3346798	COMFORT PLUS
Registration Number:	2598671	COMFORT UNIVERSITY

OP \$1240.00 2471859

Registration Number:	3406005	COMFORTLUXE
Registration Number:	3819339	COMFY CLUSTERS
Registration Number:	3332221	COOLBREEZE
Registration Number:	4126778	CUSTOMWAVE
Registration Number:	3406033	DREAM MATTRESS
Registration Number:	2553247	DREAM PILLOW
Registration Number:	3194068	DREAMAWAY
Registration Number:	3680868	ECOTEMP
Registration Number:	3236489	HEALTHY SLEEPER
Registration Number:	4007398	
Registration Number:	4126637	
Registration Number:	3442318	KOOLCOMFORT
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	2198360	LURA-TEX
Registration Number:	2354111	MEGACRATE
Registration Number:	2140886	MEMORY-FLEX
Serial Number:	85604082	
Registration Number:	2486472	NOVAFORM
Registration Number:	3967388	NOVAFORM GEL
Registration Number:	4010462	NOVAFORM GEL
Registration Number:	4010461	NOVAFORM GEL
Registration Number:	3592457	NOVAFORM GRANDE ELEGANCE
Registration Number:	3573572	NUTRATEMP
Registration Number:	2602530	PERSONAL EXPRESSIONS
Serial Number:	77628214	RIGHT-TEMP
Registration Number:	3332505	SLEEP ASSURED
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	4013710	SLEEP INNOVATIONS
Registration Number:	3332193	SLEEPWALKERS BY SLEEP INNOVATIONS
Registration Number:	3605018	SRT
Registration Number:	3871065	SURETEMP
Registration Number:	2640891	TEMPSOMA
Registration Number:	3495916	TEMPSOMA
Registration Number:	4062396	THE MAT
Registration Number:	2784622	THE SCIENCE OF COMFORT

2293137

WE PUT THE COMFORT BACK IN YOUR BED

CORRESPONDENCE DATA

Fax Number: 3128637827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-201-3927

Email: vandy.fitzpatrick@goldbergkohn.com

Correspondent Name: Vandy F. Fitzpatrick

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.331

NAME OF SUBMITTER:

Vandy F. Fitzpatrick

Signature:

/vandy f. fitzpatrick/

Date:

11/19/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of November, 2012, by and among the Grantor listed on the signature page hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("WFB"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 16, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **COMFORT INTERMEDIATE HOLDING, LLC**, a Delaware limited liability company ("Parent"), **COMFORT CO., INC.**, a Delaware corporation ("Comfort"), **SLEEP INNOVATIONS, INC.**, a New Jersey corporation ("Sleep Innovations"), **ADVANCED INNOVATIONS WEST, L.L.C.**, a California limited liability company ("AU West"), **ADVANCED INNOVATIONS EAST, L.L.C.**, a New Jersey limited liability company ("AU East"), **ADVANCED INNOVATIONS CENTRAL, L.L.C.**, an Indiana limited liability company ("AU Central"), **ADVANCED URETHANE TECHNOLOGIES, INC.**, a Delaware corporation ("AUT"), **AUT LEBANON, LLC**, a Delaware limited liability company ("AUT Lebanon"), **AUT NEWBURYPORT, LLC**, a Delaware limited liability company ("AUT Newburyport"), **AUT WEST CHICAGO, LLC**, a Delaware limited liability company ("AUT Chicago"), and **AUT BRENHAM, LLC**, a Delaware limited liability company ("AUT Brenham," together with Comfort, Sleep Innovations, AU West, AU East, AU Central, AUT, AUT Lebanon, AUT Newburyport and AUT Chicago, are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 16, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following (except for Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill associated with, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Trademark, including right to receive any damages.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark

Security Agreement by amending Schedule I to include any new United States registered Trademarks or application thereof of Grantor (except for those constituting Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SLEEP INNOVATIONS, INC.

By: 

Name: Stuart Stoller

Title: CFO, VP, Secretary & Treasurer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004903 FRAME: 0097

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Samantha Alexander
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Sleep Innovations, Inc.	United States of America	ABSOLUTE COMFORT SYSTEM	75/436,471 18-Feb-1998	2,471,859 24-Jul-2001
Sleep Innovations, Inc.	United States of America	ACELLA-FLEX	77/369,951 11-Jan-2008	3,504,310 23-Sep-2008
Sleep Innovations Inc.	United States of America	B.O.B.	77-755009 9-June-2009	3,874,340 9-Nov-2010
Sleep Innovations, Inc.	United States of America	BLUE SPECKLED MATTRESS TOPPER TRADE DRESS (DESIGN)	85/122,098 02-Sep-2010	N/A
Sleep Innovations, Inc.	United States of America	BLUE SPECKLED MATTRESS TRADE DRESS (DESIGN)	85/122,539 03-Sep-2010	N/A
Sleep Innovations, Inc.	United States of America	BODIEASE	78/430683 7-Jun-2004	3115073 11-Jul-2006
Sleep Innovations, Inc.	United States of America	BODIPEDIC	78/977,213 29-Apr-2005	3,137,309 29-Aug-2006
Sleep Innovations, Inc.	United States of America	BODIPEDIC	77/431,554 26-Mar-2008	3,495,925 02-Sep-2008
Sleep Innovations, Inc.	United States of America	BODIPEDIC & DESIGN	85/070,859 24-Jun-2010	3,916,902 08-Feb-2011
Sleep Innovations, Inc.	United States of America	COMFORT (Stylized)	78/958,824 23-Aug-2006	3,407,309 01-Apr-2008
Sleep Innovations, Inc.	United States of America	COMFORT GEL	76/577,667 25-Feb-2004	3,280,297 14-Aug-2007
Sleep Innovations, Inc.	United States of America	COMFORT PLUS	77/023,696 18-Oct-2006	3,346,798 04-Dec-2007
Sleep Innovations, Inc.	United States of America	COMFORT UNIVERSITY	75/882,646 28-Dec-1999	2,598,671 23-Jul-2002
Sleep Innovations, Inc.	United States of America	COMFORTLUXE	77/009,063 27-Sep-2006	3,406,005 01-Apr-2008
Sleep Innovations, Inc.	United States of America	COMFY CLUSTERS	77/689,232 12-Mar-2009	3,819,339 13-Jul-2010

Grantor	Country	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Sleep Innovations, Inc.	United States of America	COOLBREEZE	78/835,372 13-Mar-2006	3,332,221 06-Nov-2007
Sleep Innovations, Inc.	United States of America	CUSTOMWAVE	85/278,442 28-Mar-2011	4,126,778 10-Apr-2012
Sleep Innovations, Inc.	United States of America	DREAM MATTRESS	77/018,551 11-Oct-2006	3,406,033 01-Apr-2008
Sleep Innovations, Inc.	United States of America	DREAM PILLOW	75/705,822 13-May-1999	2,553,247 26-Mar-2002
Sleep Innovations, Inc.	United States of America	DREAMAWAY	78/842,146 21-Mar-2006	3,194,068 02-Jan-2007
Sleep Innovations, Inc.	United States of America	ECOTEMP	77/460,256 29-Apr-2008	3,680,868 08-Sep-2009
Sleep Innovations, Inc.	United States of America	HEALTHY SLEEPER	78/798,371 24-Jan-2006	3,236,489 01-May-2007
Sleep Innovations, Inc.	United States of America	HOOF & HOOF PRINT DESIGN ONLY	85/070,854 24-Jun-2010	4,007,398 02-Aug-2011
Sleep Innovations, Inc.	United States of America	HOOF & HOOF PRINT DESIGN ONLY	85/233,138 03-Feb-2011	4,126,637 10-Apr-2012
Sleep Innovations, Inc.	United States of America	KOOLCOMFORT	78/618,285 27-Apr-2005	3,442,318 03-Jun-2008
Sleep Innovations, Inc.	United States of America	KOOLCOMFORT	78/977,034 27-Apr-2005	3,168,814 07-Nov-2006
Sleep Innovations, Inc.	United States of America	LURA-TEX	75/366,216 01-Oct-1997	2,198,360 20-Oct-1998
Sleep Innovations, Inc.	United States of America	MEGACRATE	75/527,164 29-Jul-1998	2,354,111 30-May-2000
Sleep Innovations, Inc.	United States of America	MEMORY-FLEX	75/258,082 17-Mar-1997	2,140,886 03-Mar-1998
Sleep Innovations, Inc.	United States of America	MISCELLANEOUS DESIGN (BLUE PILLOW)	85/604,082 20-Apr-2012	
Sleep Innovations, Inc.	United States of America	NOVAFORM	75/436,427 18-Feb-1998	2,486,472 11-Sep-2001
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL	77/948,706 02-Mar-2010	3,967,388 24-May-2011
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL & BUBBLE DESIGN (B&W)	85/112,159 20-Aug-2010	4,010,462 09-Aug-2011
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL & BUBBLE DESIGN (Color)	85/112,146 20-Aug-2010	4,010,461 09-Aug-2011

Grantor	Country	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Sleep Innovations, Inc.	United States of America	NOVAFORM GRANDE ELEGANCE	77/332,094 16-Nov-2007	3,592,457 17-Mar-2009
Sleep Innovations, Inc.	United States of America	NUTRATEMP	77/293,509 02-Oct-2007	3,573,572 10-Feb-2009
Sleep Innovations, Inc.	United States of America	PERSONAL EXPRESSIONS	76/170,654 26-Nov-2000	2,602,530 30-Jul-2002
Sleep Innovations, Inc.	United States of America	RIGHT-TEMP	77/628,214 08-Dec-2008	N/A
Sleep Innovations, Inc.	United States of America	SLEEP ASSURED	78/866,770 21-Apr-2006	3,332,505 06-Nov-2007
Sleep Innovations, Inc.	United States of America	SLEEP INNOVATIONS	75/278,221 21-Apr-1997	2,213,871 29-Dec-1998
Sleep Innovations, Inc.	United States of America	SLEEP INNOVATIONS & DESIGN	85/083,212 13-Jul-2010	4,013,710 16-Aug-2011
Sleep Innovations, Inc.	United States of America	SLEEPWALKERS BY SLEEP INNOVATIONS	78/832,325 08-Mar-2006	3,332,193 06-Nov-2007
Sleep Innovations, Inc.	United States of America	SRT	77/371,171 14-Jan-2008	3,605,018 14-Apr-2009
Sleep Innovations, Inc.	United States of America	SURETEMP	77/661,172 02-Feb-2009	3,871,065 02-Nov-2010
Sleep Innovations, Inc.	United States of America	TEMPSOMA	76/263,285 25-May-2001	2,640,891 22-Oct-2002
Sleep Innovations, Inc.	United States of America	TEMPSOMA	77/424,514 18-Mar-2008	3,495,916 02-Sep-2008
Sleep Innovations, Inc.	United States of America	THE MAT & BLUE LOGO	85/168,214 03-Nov-2010	4,062,396 29-Nov-2011
Sleep Innovations, Inc.	United States of America	THE SCIENCE OF COMFORT	76/116,505 25-Aug-2002	2,784,622 18-Nov-2003
Sleep Innovations, Inc.	United States of America	WE PUT THE COMFORT BACK IN YOUR BED	75/263,932 26-Mar-1997	2,293,137 16-Nov-1999