

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
HOLLANDER HOME FASHIONS, LLC		03/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1870583	BED GLOVE
Registration Number:	3658038	BREATHE CLEAN & CLEAR
Registration Number:	2492969	BREATHE WELL
Registration Number:	3850396	BREATHECLEAR
Registration Number:	3534521	BREATHEWELL
Registration Number:	2899498	CLUSTER PUFF
Registration Number:	2853613	COMFORT QUARTERS
Registration Number:	3584780	COMFORT WRAP
Registration Number:	1790428	COUNTESS YORK
Registration Number:	1790429	COUNTESS YORK
Registration Number:	2375118	CUDDLE ROLL
Registration Number:	4052079	CUDDLEBED
Registration Number:	2013651	CUSTOM SHAPES
Registration Number:	2818380	DOUBLE SUPPORT

TRADEMARK

Registration Number:	3663632	DREAMSCAPE
Registration Number:	2158623	DREAMSCAPE
Registration Number:	2795796	DREAMY NIGHTS
Registration Number:	3923294	EARTH ESSENTIALS
Registration Number:	4042793	FLEXOTECH
Registration Number:	4012643	H
Registration Number:	3771544	HEALTHY HOME
Registration Number:	3874602	HOLIDAY AT HOME
Registration Number:	1781457	HOLLANDER
Registration Number:	1327027	HOLLANDER HOME FASHIONS
Registration Number:	2322531	HUGE
Registration Number:	2926375	HUGE
Registration Number:	2751427	LIVE COMFORTABLY
Registration Number:	2834611	MEGA
Registration Number:	3561843	MICRO-BARRIER
Registration Number:	2974910	MINI
Registration Number:	3464397	NATURAL ELEMENTS
Registration Number:	3107498	NEVER FLAT
Registration Number:	2489420	PEACHY
Registration Number:	2005391	PERFECT SUPPORT
Registration Number:	4060884	R-TECH
Registration Number:	2984220	SUPERSIDE
Registration Number:	2007760	TRILOGY
Registration Number:	2851928	UNE VIE DOUILLETTE
Registration Number:	3260558	VELVET COMFORT
Registration Number:	3389764	VELVET DREAMER

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

	1989.332
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/29/2013
Total Attachments: 10 source=Hollander Trademark Security Agreement#page1.tif source=Hollander Trademark Security Agreement#page2.tif source=Hollander Trademark Security Agreement#page3.tif source=Hollander Trademark Security Agreement#page4.tif source=Hollander Trademark Security Agreement#page5.tif source=Hollander Trademark Security Agreement#page6.tif source=Hollander Trademark Security Agreement#page7.tif source=Hollander Trademark Security Agreement#page8.tif source=Hollander Trademark Security Agreement#page9.tif source=Hollander Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of March, 2013, by the Grantor listed on the signature pages 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 permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 29, 2013 (as amended, restated, extended, refinanced, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **HOLLANDER HOME FASHIONS HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **HOLLANDER HOME FASHIONS, LLC**, a Delaware limited liability company ("US Borrower"), **HOLLANDER CANADA HOME FASHIONS LIMITED**, a corporation organized under the laws of Ontario, Canada ("Canadian Borrower;" together with US Borrower, "Borrowers" and each a "Borrower"), 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 Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 29, 2013 (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 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 Sections 1(b) through 1(d) 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 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:

HOLLANDER HOME FASHIONS, LLC, a
Delaware limited liability company

By: David Schaefer
Name: David Schaefer
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____
Name: _____
Title: _____

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:


HOLLANDER HOME FASHIONS, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: Samantha Alexander
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Hollander Home Fashions, LLC	1,870,583	BED GLOVE
	3658038	BREATHE CLEAN & CLEAR
	2,492,969	BREATHE WELL
	3,850,396	BREATHECLEAR
	3,534,521	BREATHWELL
	2,899,498	CLUSTER PUFF
	2,853,613	COMFORT QUARTERS
	3,584,780	COMFORT WRAP
	1,790,428	COUNTESS YORK
	1,790,429	COUNTESS YORK AND DESIGN
	2,375,118	CUDDLE ROLL
	4,052,079	CUDDLEBED
	2,013,651	CUSTOM SHAPES
	2,818,380	DOUBLE SUPPORT
	3,663,632	DREAMSCAPE
	2,158,623	DREAMSCAPE
	2,795,796	DREAMY NIGHTS
3,923,294	EARTH ESSENTIALS	

	4,042,793	FLEXOTECH
	4,012,643	H LOGO (NEW)
	3,771,544	HEALTHY HOME
	3,874,602	HOLIDAY AT HOME
	1,781,457	HOLLANDER
	1,327,027	HOLLANDER HOME FASHIONS
	2,322,531	HUGE
	2,926,375	HUGE
	2,751,427	LIVE COMFORTABLY
	2,834,611	MEGA
	3,561,843	MICRO-BARRIER
	2,974,910	MINI
	3,464,397	NATURAL ELEMENTS
	3,107,498	NEVER FLAT
	2,489,420	PEACHY
	2,005,391	PERFECT SUPPORT
	4,060,884	R-TECH
	2,984,220	SUPERSIDE
	2,007,760	TRILOGY
	2,851,928	UNE VIE DOUILLETTE
	3,260,558	VELVET COMFORT
	3,389,764	VELVET DREAMER

CANADIAN TRADEMARKS:

Registrations:

OWNER	REGISTRATION	COUNTRY/STATE	TRADEMARK
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	NUMBER		
Hollander Home Fashions, LLC	TMA553109	Canada	BREATHE WELL
	TMA662003	Canada	CLUSTER PUFF
	TMA763665	Canada	COMFORT WRAP
	TMA735546	Canada	CONFORT ET RESPECT DE L-ENVIRONNEMENT
	TMA525293	Canada	COUNTESS YORK
	TMA535876	Canada	COUNTESS YORK AND DESIGN
	TMA572252	Canada	CUDDLE ROLL
	TMA537853	Canada	DREAMSCAPE
	TMA762747	Canada	EARTH ESSENTIALS
	TMA531712	Canada	H AND DESIGN
	TMA494096	Canada	HEALTHY HOME
	TMA785748	Canada	HEALTHY LIVING
	TMA531515	Canada	HOLLANDER
	TMA322219	Canada	HOLLANDER HOME FASHIONS
	TMA620784	Canada	LIVE COMFORTABLY
	TMA547920	Canada	MICROSHIELD
	TMA755671	Canada	NATURAL ELEMENTS
	TMA669135	Canada	NEVER FLAT
	TMA514327	Canada	SIMPLY
	TMA641078	Canada	SUPERSIDE
TMA834458*	Canada	SUPERSIDE	
TMA638406	Canada	UNE VIE DOUILLETTE	
TMA553044	Canada	WARMTH SEAL	

	TMA556215	Canada	WE DON'T SLEEP WELL UNTIL YOU DO
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* : The record owner at the applicable Governmental Authority is "Hollander Home Fashions Corporation;" the Grantor is using commercially reasonable efforts to update the record owner to be "Hollander Home Fashions, LLC."

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
Hollander Home Fashions, LLC	1547225	Canada	...THE ULTIMATE LUXURY (Design)
	1547218	Canada	A COMFORT WITHIN YOUR LIFE
	1498490	Canada	ARCTIC FEATHER & DOWN and DESIGN
	1498171	Canada	ARCTIC FRESH
	1534918	Canada	CLEAR FRESH
	1463365	Canada	DOUBLE SUPPORT
	1534913	Canada	FRESH ESSENTIALS
	1547226	Canada	GEN (Stylized)
	1489883	Canada	HUGE
	1545110	Canada	LC BOOT LOGO
	1534920	Canada	LITE-LOFT
	1547220	Canada	LIVE ACTIVE
	1547221	Canada	LIVE CARING
	1545102	Canada	LIVE COMFORTABLY
	1547219	Canada	LIVE NOW
	1499334	Canada	LOGO (ARCTIC BIRD)
1450024*	Canada	PEACHY	

	1495090	Canada	PERFECT SUPPORT
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* : The record owner at the applicable Governmental Authority is "Hollander Home Fashions Corporation;" the Grantor is using commercially reasonable efforts to update the record owner to be "Hollander Home Fashions, LLC."