

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement Second Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berkshire Blanket, Inc.		03/28/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3713389	A TOUCH DIFFERENT	
Registration Number:	4154338	A TOUCH DIFFERENT	
Registration Number:	3660738	BERKSHIRE BABY	
Registration Number:	3240570	BERKSHIRE BEDDING	
Registration Number:	4233029	BERKSHIRE BLANKET	
Registration Number:	2261788	BERKSHIRE BLANKET	
Registration Number:	3671941	BERKSHIRE BLANKET	
Registration Number:	3320049	BERKSHIRE LIFE	
Registration Number:	3998390	BERKSHIRE LIFE	
Registration Number:	2794740	BETTER LIVING	
Registration Number:	3916954	CUDDLY BUDDIES	
Registration Number:	3363854	CUDDLY CREATURES	
Registration Number:	2777935		

OP \$415.00 3713389

Registration Number:	2837505	NEVERPILL
Registration Number:	3226789	SERA SOFT
Registration Number:	3660890	STOCKBRIDGE HOME

#### CORRESPONDENCE DATA

Fax Number: 6172484000

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

Email: tmadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2007340.0037
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	04/05/2013

#### Total Attachments: 10

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## TRADEMARK COLLATERAL SECURITY AGREEMENT

### SECOND SUPPLEMENT

THIS AGREEMENT is made on the 28 day of March, 2013, by and between Berkshire Blanket, Inc., a Massachusetts corporation having a mailing address at 44 East Main Street, Ware, Massachusetts 01082 ("Borrower") and NewStar Financial, Inc., in its capacity as administrative agent for the Lenders and having a mailing address at 500 Boylston Street, Suite 1200, Boston, MA 02116 ("Administrative Agent").

### BACKGROUND

Borrower, the Lenders and Administrative Agent have entered into a Second Amended and Restated Second Lien Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") providing for financial accommodations by the Lenders to Borrower. In order to induce the Lenders to execute and deliver the Loan Agreement, Borrower agreed to execute and deliver to Administrative Agent for the benefit of the Lenders this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, Borrower and Administrative Agent hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in The Commonwealth of Massachusetts.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Proceeds" shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Administrative Agent a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons);

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Borrower hereby grants to Administrative Agent and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by Administrative Agent to ensure Borrower's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Administrative Agent prompt written notice thereof.

(b) Borrower grants Administrative Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Borrower covenants and agrees with Administrative Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Administrative Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Administrative Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Administrative Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Administrative Agent hereunder, duly endorsed in a manner satisfactory to Administrative Agent.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Administrative Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees.

(c) Indemnification. Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds the Lenders and Administrative Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to

remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, other than Permitted Liens.

(e) Notices. Borrower will advise Administrative Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Administrative Agent.

7. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Administrative Agent and any officer or agent thereof; with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Administrative Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Administrative Agent the power and right, on behalf of Borrower, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) Upon the occurrence and continuance of an Event of Default, (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (D) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Administrative Agent may deem appropriate; and (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Administrative Agent were the absolute owner thereof for all purposes, and to do, at Administrative Agent's option all acts and things which Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and Administrative Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Administrative Agent may require in order to confirm this power of attorney, or which Administrative Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Administrative Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Administrative Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct;

(d) Borrower also authorizes Administrative Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Administrative Agent, in the form of Exhibit I hereto, an original Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Administrative Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Administrative Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Administrative Agent incurred in connection with such performance or compliance shall be payable by Borrower to Administrative Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Administrative Agent, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Administrative Agent, in the same form as received by Borrower (duly indorsed by Borrower to Administrative Agent, if required); and

(ii) Any and all such payments so received by Administrative Agent (whether from Borrower or otherwise) may, in the sole discretion of Administrative Agent, be held by Administrative Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Administrative Agent against all or any part of the Obligations in such order as Administrative Agent shall elect. Any balance of such payments held by Administrative Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Administrative Agent may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Administrative Agent is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Administrative Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Administrative Agent with respect to the collection of any of the Obligations and the enforcement of any of Administrative Agent's or Lenders' respective rights hereunder.

11. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Administrative Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.

12. Notices. Any notice to Administrative Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

13. No Waiver. No course of dealing between Borrower and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of any Lender or Administrative Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Administrative Agent's or Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Administrative Agent, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its



rights or obligations under this Agreement without the prior written consent of Administrative Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Subordination. Notwithstanding anything contained herein to the contrary, all terms, conditions and provisions of this Agreement are subject to the terms, conditions and provisions of the Intercreditor Agreement and the rights of the Senior ABL Lender thereunder, and the security interests and the liens granted hereunder are subject to the terms of the Intercreditor Agreement. Upon the payment in full of the Senior Debt (as defined in the Intercreditor Agreement), this agreement and the liens and the security interests created hereunder for the benefit of the Lenders and Administrative Agent and the rights and privileges of the Lenders and Administrative Agent evidenced hereby shall no longer be subordinated pursuant to the terms of the Intercreditor Agreement.

21. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

BERKSHIRE BLANKET, INC.

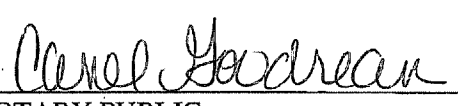
By: 

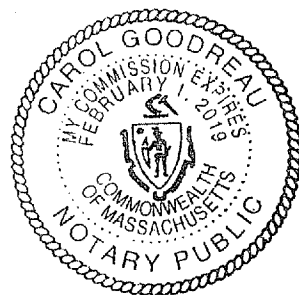
Name: Richard P. Horner

Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Hampshire ) ss

On March 20<sup>th</sup>, 2013, before me personally came Richard P. Horner, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Berkshire Blanket, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of each said corporation.

  
NOTARY PUBLIC



[NewStar Trademark Agreement]

# SCHEDULE A

## Trademarks

Mark	Registration Number	Application Number
A TOUCH DIFFERENT	3,713,389	
A TOUCH DIFFERENT	4,154,338	
BERKSHIRE BABY & Design	3,660,738	
BERKSHIRE BEDDING	3,240,570	
BERKSHIRE BLANKET	4,233,029	
BERKSHIRE BLANKET & Design	2,261,788	
BERKSHIRE BLANKET & Design	3,671,941	
BERKSHIRE LIFE	3,320,049	
BERKSHIRE LIFE	3,998,390	
BETTER LIVING	2,794,740	
CUDDLY BUDDIES	3,916,954	
CUDDLY CREATURES	3,363,854	
FOUR SQUARE Logo	2,777,935	
NEVERPILL	2,837,505	
SERASOFT	3,226,789	
STOCKBRIDGE HOME & Design	3,660,890	
BB TECH		85/713,239
BB TECH		85/803,909
BERKSHIRE BLANKET & New Design		85/716,940
BERKSHIRE HOME		77/910,317
FOREVER FEEL FINISH & Design		85/743,546
FOREVER SAFE		77/721,894
FOREVER SAFE		85/706,704

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Hampshire ) ss

KNOW ALL PERSONS BY THESE PRESENTS, that Berkshire Blanket, Inc., a corporation formed under the laws of Massachusetts, with its principal office at 44 East Main Street, Ware, Massachusetts 01082 ("Borrower"), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes NewStar Financial, Inc., as administrative agent, with offices at 500 Boylston Street, Suite 1200, Boston, MA 02116 (the "Administrative Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: March 26<sup>th</sup>, 2013

BERKSHIRE BLANKET, INC.

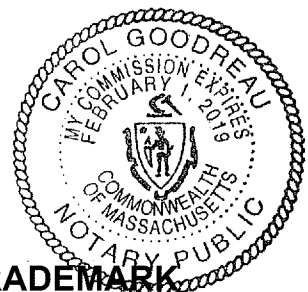
By: [Signature]  
Name: Richard P. Horner  
Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Hampshire ) ss

On March 26<sup>th</sup>, 2013, before me personally came Richard P. Horner, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Berkshire Blanket, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of each said corporation.

[Signature]  
NOTARY PUBLIC

[NewStar Trademark Power of Attorney]



TRADEMARK