

## 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: 60			
Property Type	Number	Word Mark	
Registration Number:	4150494	ADJUSTAFIL	
Registration Number:	4154421	ADJUSTAFIL	
Registration Number:	2551016	BED SAVER	
Registration Number:	2687366	BIG SHOT	
Registration Number:	4175570	BIG SHOT	
Registration Number:	1829440	BOOMERANG	
Registration Number:	2613680	BOOMERANG	
Registration Number:	2177549	BOUNCE	
Registration Number:	3905068	BOUNCE	
Registration Number:	3986256	DOWN CRADLE	
Registration Number:	3477576	DREAMLOFT	
Registration Number:	4067713	DREAMLOFT	
Registration Number:	3538930	ECO-SMART	
Registration Number:	3548393	ECO-SMART	

TRADEMARK

Registration Number:	3768834	ECO-SMART
Registration Number:	1649144	EXPAND A GRIP
Registration Number:	3794644	EXPAND-A-GRIP
Registration Number:	2674741	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD
Registration Number:	3143028	EXPAND-A-GRIP HUGS THE MATTRESS INSTEAD
Registration Number:	3059576	EXPAND-A-GRIP SUPREME "FITS EXTRA DEEP M
Registration Number:	3136613	EXPAND-A-GRIP ULTIMATE FITS EXTRA DEEP M
Registration Number:	3438243	EZ TRAVEL
Registration Number:	3528022	FIRE DEFENDER
Registration Number:	3432076	FUSE-A-FOAM
Registration Number:	2301602	GREAT SLEEP
Registration Number:	3083471	GREAT SLEEP
Registration Number:	1961037	GUARD GRIP
Registration Number:	2084964	HUGS THE MATTRESS INSTEAD OF YOU
Registration Number:	3931844	LOFT LOGIC
Registration Number:	3931845	LOFT LOGIC
Registration Number:	3086561	MATTRESS MAKEOVER
Registration Number:	2145212	MEDI-CORE
Registration Number:	2285747	MICRO CLUSTER
Registration Number:	2116608	MICRODOWN
Registration Number:	2221909	MICROGUARD
Registration Number:	2070373	OPULENCE SUPREME
Registration Number:	4218107	ORTHOPOSTURE
Registration Number:	3287001	PLEASANT BEGINNINGS
Registration Number:	3929229	POWERLOFT
Registration Number:	3929231	POWERLOFT
Registration Number:	3929232	POWERLOFT
Registration Number:	3346165	PUREDREAMS
Registration Number:	4264927	REPLENISH
Registration Number:	4264928	REPLENISH
Registration Number:	3128010	SENSE SMART FOAM
Registration Number:	3204477	SENSESMARTFOAM
Registration Number:	3232306	SLEEPSATIONS
Registration Number:	4272674	SLEEPSATIONS
Registration Number:	2004976	SLEEPSATIONS

	2364063	SMART FOAM
Registration Number:	4143506	SMARTFLEX
Registration Number:	4265005	SMARTFLEX
Registration Number:	3761840	SMOOTH GRIP
Registration Number:	3791297	SMOOTHGRIP
Registration Number:	3402832	SNEEZE EASE
Registration Number:	3926502	SPRING LOFT
Registration Number:	4125850	SPRINGLOFT
Registration Number:	2932133	THE JUMBO
Registration Number:	2362736	WONDER LOFT
Registration Number:	3427506	YOUR SILENT FIREFIGHTER

**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

ATTORNEY DOCKET NUMBER:	1989.332
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/06/2013

**Total Attachments: 14**

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**TRADEMARK**

**REEL: 005042 FRAME: 0242**

## 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

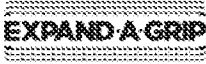




Trademark Registrations/Applications

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	BREATHEWELL
	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
4150494**	ADJUSTAFIL
4154421**	ADJUSTAFIL
2551016**	BED SAVER
2687366**	BIG SHOT

4175570**	BIG SHOT
1829440**	BOOMERANG
2613680**	BOOMERANG
2177549**	BOUNCE
3905068**	BOUNCE
3986256**	DOWN CRADLE
3477576**	DREAMLOFT
4067713**	DREAMLOFT
3538930**	ECO-SMART
3548393**	ECO-SMART
3768834**	ECO-SMART
1649144**	EXPAND A GRIP
3794644**	EXPAND A GRIP AND DESIGN 
2674741**	EXPAND-A-GRIP ... AND DESIGN 
3143028**	EXPAND-A-GRIP ... AND DESIGN 
3059576**	EXPAND-A-GRIP SUPREME ... AND DESIGN 
3136613**	EXPAND-A-GRIP ULTIMATE ... AND DESIGN 
3438243**	EZ TRAVEL

3528022**	FIRE DEFENDER
3432076**	FUSE-A-FOAM
2301602**	GREAT SLEEP
3083471**	GREAT SLEEP
1961037**	GUARD GRIP
2084964**	HUGS THE MATTRESS INSTEAD OF YOU
3931844**	LOFT LOGIC
3931845**	LOFT LOGIC
3086561**	MATTRESS MAKEOVER
2145212**	MEDI-CORE
2285747**	MICRO CLUSTER
2116608**	MICRODOWN
2221909**	MICROGUARD
2070373**	OPULENCE SUPREME
4218107**	ORTHOPOSTURE
3287001**	PLEASANT BEGINNINGS
3929229**	POWERLOFT
3929231**	POWERLOFT
3929232**	POWERLOFT
3346165**	PUREDREAMS
4264927**	REPLENISH
4264928**	REPLENISH
3128010**	SENSE SMART FOAM
3204477**	SENSESMARTFOAM
3232306**	SLEEPSATIONS

	4272674**	SLEEPSATIONS
	2004976**	SLEEPSATIONS (STYLIZED) 
	2364063**	SMART FOAM
	4143506**	SMARTFLEX
	4265005**	SMARTFLEX
	3761840**	SMOOTH GRIP
	3791297**	SMOOTH GRIP AND DESIGN 
	3402832**	SNEEZE EASE
	3926502**	SPRING LOFT
	4125850**	SPRINGLOFT
	2932133**	THE JUMBO
	2362736**	WONDER LOFT
	3427506**	YOUR SILENT FIREFIGHTER



**CANADIAN TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
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* <sup>1</sup>	Canada	SUPERSIDE
TMA638406	Canada	UNE VIE DOUILLETTE
TMA553044	Canada	WARMTH SEAL
TMA556215	Canada	WE DON'T SLEEP WELL UNTIL YOU DO
TMA575557**	Canada	BED SAVER
TMA667140**	Canada	BIG SHOT

<sup>1</sup> The Grantors are using commercially reasonable efforts to update the record owner to be "Hollander Home Fashions, LLC."

	TMA578485**	Canada	BOOMERANG
	TMA598829**	Canada	BOUNCE
	TMA826867**	Canada	DOWN CRADLE
	TMA639002**	Canada	DREAM FOAM
	TMA822446**	Canada	EXPAND A GRIP AND DESIGN 
	TMA402264**	Canada	EXPAND-A-GRIP
	TMA598840**	Canada	POWERLOFT
	TMA793831**	Canada	SLEEPSATIONS
	TMA812456**	Canada	SLEEPSATIONS
	TMA822189**	Canada	SMOOTH GRIP
	TMA822445**	Canada	SMOOTH GRIP AND DESIGN 

\* : 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
	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* <sup>2</sup>	Canada	PEACHY
1495090	Canada	PERFECT SUPPORT
1561522**	Canada	BIG WASH
1500127**	Canada	DON'T LET THE BED BUGS BITE
1573953**	Canada	FLEXIBLE COMFORT
1481853**	Canada	REPLENISH
1500126**	Canada	SHAPE SOLUTIONS
1500121**	Canada	SMARTFLEX
1561521**	Canada	STUDY HARD SLEEP SOFT

<sup>2</sup> The Grantors are using commercially reasonable efforts to update the record owner to be "Hollander Home Fashions, LLC."



\* : 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."

\*\* purchased by Hollander Home Fashions, LLC pursuant to the Asset Purchase Agreement, dated as of April 22, 2013, by and among Louisville Bedding Company, Hollander Home Fashions, LLC, Hollander Canada Home Fashions Limited and the equityholders named therein. The Grantors are using commercially reasonable efforts to update the record owners of such Intellectual Property to be "Hollander Home Fashions, LLC."