TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. A to Third Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sealy Mattress Corporation		07/22/2013	CORPORATION: DELAWARE
Sealy Mattress Company		07/22/2013	CORPORATION: OHIO
Ohio-Sealy Mattress Manufacturing Co. Inc.		07/22/2013	CORPORATION: MASSACHUSETTS
Ohio-Sealy Mattress Manufacturing Co.		07/22/2013	CORPORATION: GEORGIA
Sealy Mattress Company of Kansas City, Inc.		07/22/2013	CORPORATION: MISSOURI
Sealy Mattress Company of Illinois		07/22/2013	CORPORATION: ILLINOIS
A. Brandwein & Co.		07/22/2013	CORPORATION: ILLINOIS
Sealy Mattress Company of Albany, Inc.		07/22/2013	CORPORATION: NEW YORK
Sealy of Maryland and Virginia, Inc.		07/22/2013	CORPORATION: MARYLAND
Sealy of Minnesota, Inc.		07/22/2013	CORPORATION: MINNESOTA
North American Bedding Company		07/22/2013	CORPORATION: OHIO
Sealy, Inc.		07/22/2013	CORPORATION: OHIO
The Ohio Mattress Company Licensing and Components Group		07/22/2013	CORPORATION: DELAWARE
Sealy Mattress Manufacturing Company, Inc.		07/22/2013	CORPORATION: DELAWARE
Sealy Technology LLC		07/22/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Sealy-Korea, Inc.		07/22/2013	CORPORATION: DELAWARE
Mattress Holdings International, LLC		07/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
Sealy Real Estate, Inc.		07/22/2013	CORPORATION: NORTH CAROLINA
Sealy Mattress Company of Puerto Rico		07/22/2013	CORPORATION: OHIO

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Sealy Texas Management, Inc.		07/22/2013	CORPORATION: TEXAS
Western Mattress Company		07/22/2013	CORPORATION: CALIFORNIA
Sealy Mattress Company of Memphis		07/22/2013	CORPORATION: TENNESSEE
Sealy Mattress Co. of S.W. Virginia		07/22/2013	CORPORATION: VIRGINIA
Advanced Sleep Products		07/22/2013	CORPORATION: CALIFORNIA
Sealy Components-Pads, Inc.		07/22/2013	CORPORATION: DELAWARE
Sealy Mattress Company of Michigan, Inc.		07/22/2013	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Junior Notes Collateral Agent
Street Address:	10161 Centurion Parkway, Floor 2
Internal Address:	Attention: Corporate Trust Administration
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3692575	NATURAL REST
Registration Number:	3763245	STEARNS & FOSTER ESTATE
Registration Number:	3912880	INFINILUX
Registration Number:	3932177	EMBODY
Registration Number:	3971744	MEMORY WORKS
Registration Number:	3977298	STEARNS & FOSTER GIFT OF SLEEP
Registration Number:	3987297	WHATEVER YOU DO IN BED, SEALY SUPPORTS I
Registration Number:	3999816	SEALY PILLOWFRESH
Registration Number:	4067169	IN BED
Registration Number:	4074271	INSIGHTFUL
Registration Number:	4074272	INTROSPECTION
Registration Number:	4101163	FLAMEGUARD
Registration Number:	4136045	
Registration Number:	4139608	PRO BACK
Registration Number:	4165425	TITANIUM DSX

Registration Number:	4165424	TITANIUM SS
Registration Number:	4168801	LIFTRIGHT
Registration Number:	4186856	SEALY BABY ULTRA REST
Registration Number:	4218665	SITRIGHT
Registration Number:	4227133	LUX ESTATE
Registration Number:	4250262	OPTIGEL
Registration Number:	4254025	SEALY KIDS WE SUPPORT YOUR FUTURE
Registration Number:	4283592	ALWAYS DREAM
Registration Number:	4298670	THE MOST SUPPORTIVE MATTRESS FOR ALL YOU
Registration Number:	4301316	STEARNS & FOSTER
Registration Number:	4306290	OPTICOOL
Registration Number:	4310099	OPTISENSE
Registration Number:	4330987	FOUNDED S&F 1846
Registration Number:	4339361	CARESSFLEX FOAM
Registration Number:	4339416	G. S. STEARNS
Serial Number:	77827870	
Serial Number:	77952730	CARE SHIELD
Serial Number:	85132142	
Serial Number:	85235721	TITANIUM DSI
Serial Number:	85396946	INDULGE QUILT
Serial Number:	85489557	ULTRACORE
Serial Number:	85491560	OPTICORE
Serial Number:	85491552	OPTIMUM
Serial Number:	85524964	COOLS YOU DOWN WHEN THINGS GET HOT
Serial Number:	85542985	OPTIGEL
Serial Number:	85599534	O P T I M U M SEALY POSTUREPEDIC
Serial Number:	85656724	SEALY
Serial Number:	85656765	SEALY POSTUREPEDIC
Serial Number:	85679930	OPTIMUM
Serial Number:	85679938	FOUNDED S&F ·1846·
Serial Number:	85679935	STEARNS & FOSTER
Serial Number:	85712907	RESFLEX
Serial Number:	85738586	FOREVERFLEX
Serial Number:	85738587	PORTRAIT COLLECTION
Serial Number:	85738589	PRIMACOOL

	85738590	PRIMASENSE
Serial Number:	85751141	APEX
Serial Number:	85751143	CORESUPPORT CENTER
Serial Number:	85767179	SOLIDEDGE
Serial Number:	85779713	ALOFT QUILT
Serial Number:	85779714	CLASSIC DS
Serial Number:	85779715	OPTIPRO
Serial Number:	85779718	SUPPORTFLEX
Serial Number:	85738591	PRIMACORE
Serial Number:	85796031	ACTIVEFLEX
Serial Number:	85807463	ULTRASENSE
Serial Number:	85844738	SOMI
Serial Number:	85868597	CLIMACOOL
Serial Number:	85868599	CLIMASENSE

CORRESPONDENCE DATA

Fax Number: 6179518736

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

Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	07/25/2013

Total Attachments: 17

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SUPPLEMENT NO. A TO THIRD LIEN SECURITY AGREEMENT

SUPPLEMENT NO. A dated as of July 22, 2013 to the Third Lien Security Agreement dated as of July 10, 2009 (the "Security Agreement"), among SEALY MATTRESS COMPANY, an Ohio corporation (the "Company"), SEALY MATTRESS CORPORATION, a Delaware corporation ("Holdings"), each subsidiary of the Company listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, Holdings and the Company are referred to collectively herein as the "Grantors") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (the "Junior Notes Collateral Agent"), pursuant to an indenture, dated as of July 10, 2009 (as amended, restated, supplemented or modified from time to time, the "Base Indenture") among the Company, each Guarantor (as defined in the Base Indenture) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee (the "Junior Notes Trustee"), as such Base Indenture is supplemented by the supplemental indenture thereto (as amended, restated, supplemented or modified from time to time, the "Junior Notes Indenture" and, together with the Base Indenture, the "Indenture"), dated as of July 10, 2009, by and among SEALY CORPORATION, a Delaware corporation ("Parent"), the Company, Holdings, the Subsidiary Grantors and the Junior Notes Trustee.

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. The Grantors have entered into the Security Agreement in order to induce the Junior Noteholders to purchase the Junior Notes. Pursuant to Section 4.1(b) of the Security Agreement, within 30 days after the end of each calendar quarter, each Grantor has agreed to deliver to the Junior Collateral Agent a written supplement substantially in the form of Annex 2 thereto with respect to any additional registrations and applications for Copyrights, Patents and Trademarks and any material exclusive Licenses acquired by such Grantor after the date of the Junior Notes Indenture. The Grantors have identified the additional registrations and applications for Copyrights, Patents and Trademarks and material exclusive Licenses acquired by such Grantors after the date of the Junior Notes Indenture set forth on Schedule I, II, III, IV, V, VI, VII and VIII hereto. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Junior Notes Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office of any registrations and applications for Copyrights, Patents and Trademarks.

Accordingly, the Junior Notes Collateral Agent and the Grantors agree as follows:

SECTION 1. (a) Schedule 1 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule I hereto, (b) Schedule 2 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule II hereto, (c) Schedule 3 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule III hereto, (d) Schedule 4 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule IV hereto, (e)

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Schedule 5 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule V hereto, (f) Schedule 6 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule VI hereto, (g) Schedule 7 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule VII hereto and (h) and Schedule 8 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule VIII hereto.

SECTION 2. Each Grantor hereby represents and warrants that the information set forth on Schedules I, II, III, IV, V, VI, VII and VIII hereto is true and correct.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Junior Notes Collateral Agent and the Company. This Supplement shall become effective as to each Grantor when the Junior Notes Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Grantor and the Junior Notes Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Company at the Company's address set forth in Section 105 of the Base Indenture (whether or not then in effect).

SECTION 8. Each Grantor agrees to reimburse the Junior Notes Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Junior Notes Collateral Agent.

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IN WITNESS WHEREOF, each Grantor and the Junior Notes Collateral Agent have duly executed this Supplement No. A to the Third Lien Security Agreement as of the day and year first above written.

SEALY MATTRESS CORPORATION,
a Delaware corporation

SEALY MATTRESS COMPANY,
an Ohio corporation

OHIO-SEALY MATTRESS
MANUFACTURING CO. INC.,
a Massachusetts corporation

OHIO-SEALY MATTRESS
MANUFACTURING CO.,
a Georgia corporation

SEALY MATTRESS COMPANY OF
KANSAS CITY, INC., a Missouri corporation

SEALY MATTRESS COMPANY OF
ILLINOIS, an Illinois corporation

A. BRANDWEIN & CO., an Illinois
corporation

SEALY MATTRESS COMPANY OF
ALBANY, INC., a New York corporation

SEALY OF MARYLAND AND VIRGINIA,
INC., a Maryland corporation

SEALY OF MINNESOTA, INC., a Minnesota
corporation

NORTH AMERICAN BEDDING COMPANY,
an Ohio corporation

SEALY, INC., an Ohio corporation

THE OHIO MATTRESS COMPANY
LICENSING AND COMPONENTS GROUP, a
Delaware corporation

SEALY MATTRESS MANUFACTURING
COMPANY, INC., a Delaware corporation

SEALY TECHNOLOGY LLC,
a North Carolina limited liability company

By: _____
Name: Michael Q. Murray
Title: Senior Vice President, and Secretary

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SEALY-KOREA, INC., a Delaware corporation

MATTRESS HOLDINGS INTERNATIONAL, LLC, a Delaware limited liability company

SEALY REAL ESTATE, INC., a North Carolina corporation

SEALY MATTRESS COMPANY OF PUERTO RICO, an Ohio corporation

SEALY TEXAS MANAGEMENT, INC., a Texas corporation

WESTERN MATTRESS COMPANY, a California corporation

SEALY MATTRESS COMPANY OF MEMPHIS, a Tennessee corporation

SEALY MATTRESS CO. OF S.W. VIRGINIA, a Virginia corporation

ADVANCED SLEEP PRODUCTS, a California corporation

SEALY COMPONENTS-PADS, INC., a Delaware corporation

SEALY MATTRESS COMPANY OF MICHIGAN, INC., a Michigan corporation

By: _____
Name: Michael Q. Murray
Title: Senior Vice President, and Secretary

Signature Page to Supplement No. A to Third Lien Security Agreement

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS JUNIOR NOTES COLLATERAL AGENT

By: R Tarnas

Name: R. Tarnas
Title: Vice President

Signature Page to Supplement No. A to Third Lien Security Agreement

SCHEDULE I
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

COPYRIGHT LICENSES

On file with the Junior Notes Collateral Agent.

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SCHEDULE II
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

On file with the Junior Notes Collateral Agent.

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SCHEDULE III
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

On file with the Junior Notes Collateral Agent.

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SCHEDULE IV
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

PATENTS REGISTRATIONS AND APPLICATIONS

Domestic Patents

On file with the Junior Notes Collateral Agent.

Domestic Patent Applications

On file with the Junior Notes Collateral Agent.

Foreign Patents Currently Owned by Sealy Technology LLC

On file with the Junior Notes Collateral Agent.

Foreign Patent Applications Currently Owned by Sealy Technology LLC

On file with the Junior Notes Collateral Agent.

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SCHEDULE V
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

TRADEMARK LICENSES

On file with the Junior Notes Collateral Agent.

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SCHEDULE VI
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Domestic Trademarks

Country	Owner	TrademarkName	Status	Reg. Date	Reg. No.
US	Sealy Technology LLC	NATURAL REST	Registered	10/6/2009	3,692,575
US	Sealy Technology LLC	STEARNS & FOSTER ESTATE	Registered	3/23/2010	3,763,245
US	Sealy Technology LLC	INFINILUX	Registered	2/1/2011	3,912,880
US	Sealy Technology LLC	EMBODY	Registered	3/15/2011	3,932,177
US	Sealy Technology LLC	MEMORY WORKS	Registered	5/31/2011	3,971,744
US	Sealy Technology LLC	STEARNS & FOSTER GIFT OF SLEEP	Registered	6/14/2011	3,977,298
US	Sealy Technology LLC	WHATEVER YOU DO IN BED, SEALY SUPPORTS IT	Registered	6/28/2011	3,987,297
US	Sealy Technology LLC	SEALY PILLOWFRESH	Registered	7/19/2011	3,999,816
US	Sealy Technology LLC	IN BED	Registered	12/6/2011	4,067,169
US	Sealy Technology LLC	INSIGHTFUL	Registered	12/20/2011	4,074,721
US	Sealy Technology LLC	INTROSPECTION	Registered	12/20/2011	4,074,272
US	Sealy Technology LLC	FLAMEGUARD	Registered	2/21/2012	4,101,163
US	Sealy Technology LLC	EMBODY LOGO DESIGN	Registered	5/1/2012	4,136,045
US	Sealy Technology LLC	PRO BACK	Registered	5/8/2012	4,139,608
US	Sealy Technology LLC	TITANIUM DSX	Registered	6/26/2012	4,165,425
US	Sealy Technology LLC	TITANIUM SS	Registered	6/26/2012	4,165,424

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Country	Owner	TrademarkName	Status	Reg. Date	Reg. No.
US	Sealy Technology LLC	LIFTRIGHT	Registered	7/3/2012	4,168,801
US	Sealy Technology LLC	SEALY BABY ULTRA REST	Registered	8/7/2012	4,186,856
US	Sealy Technology LLC	SITRIGHT	Registered	10/2/2012	4,218,665
US	Sealy Technology LLC	LUX ESTATE	Registered	10/16/2012	4,227,133
US	Sealy Technology LLC	OPTIGEL	Registered	11/27/2012	4,250,262
US	Sealy Technology LLC	SEALY KIDS WE SUPPORT YOUR FUTURE	Registered	12/4/2012	4,254,025
US	Sealy Technology LLC	ALWAYS DREAM	Registered	1/29/2013	4,283,592
US	Sealy Technology LLC	THE MOST SUPPORTIVE MATTRESS FOR ALL YOU DO IN BED	Registered	3/5/2013	4,298,670
US	Sealy Technology LLC	STEARNS & FOSTER	Registered	3/12/2013	4,301,316
US	Sealy Technology LLC	OPTICOOL	Registered	3/19/2013	4,306,290
US	Sealy Technology LLC	OPTISENSE	Registered	3/26/2013	4,310,099
US	Sealy Technology LLC	S&F FOUNDED 1846 & Design	Registered	5/7/2013	4,330,987
US	Sealy Technology LLC	CARESSFLEX FOAM	Registered	5/21/2013	4,339,361
US	Sealy Technology LLC	G. S. STEARNS	Registered	5/21/2013	4,339,416

Domestic Trademark Applications

Country	Owner	TrademarkName	Application No.	Filing Date	Status
US	Sealy Technology LLC	(MATTRESS EDGING DESIGN)	77/827,870	9/16/2009	Published
US	Sealy Technology LLC	CARE SHIELD	77/952,730	3/8/2010	Published
US	Sealy Technology LLC	(MATTRESS EDGING DESIGN)	85/132,142	9/17/2010	Published
US	Sealy Technology LLC	TITANIUM DSI	85/235,721	2/7/2011	Published

Country	Owner	TrademarkName	Application No.	Filing Date	Status
US	Sealy Technology LLC	INDULGE QUILT	85/396,946	8/12/2011	Published
US	Sealy Technology LLC	ULTRACORE	85/489,557	12/7/2011	Published
US	Sealy Technology LLC	OPTICORE	85/491,560	12/9/2011	Pending
US	Sealy Technology LLC	OPTIMUM	85/491,552	12/9/2011	Published
US	Sealy Technology LLC	COOLS YOU DOWN WHEN THINGS GET HOT	85/524,964	1/25/2012	Published
US	Sealy Technology LLC	OPTIGEL	85/542,985	2/15/2012	Published
US	Sealy Technology LLC	OPTIMUM SEALY POSTUREPEDIC & Design	85/599,534	4/17/2012	Published
US	Sealy Technology LLC	SEALY	85/656,724	6/20/2012	Published
US	Sealy Technology LLC	SEALY POSTUREPEDIC	85/656,765	6/20/2012	Published
US	Sealy Technology LLC	OPTIMUM	85/679,930	7/18/2012	Published
US	Sealy Technology LLC	S&F FOUNDED 1846 & Design	85/679,938	7/18/2012	Published
US	Sealy Technology LLC	STEARNS & FOSTER	85/679,935	7/18/2012	Published
US	Sealy Technology LLC	RESFLEX	85/712,907	8/25/2012	Published
US	Sealy Technology LLC	FOREVERFLEX	85/738,586	9/26/2012	Published
US	Sealy Technology LLC	PORTRAIT COLLECTION	85/738,587	9/26/2012	Published
US	Sealy Technology LLC	PRIMACOOL	85/738,589	9/26/2012	Published
US	Sealy Technology LLC	PRIMASENSE	85/738,590	9/26/2012	Published
US	Sealy Technology LLC	APEX	85/751,141	10/11/2012	Published
US	Sealy Technology LLC	CORESUPPORT CENTER	85/751,143	10/11/2012	Pending
US	Sealy Technology LLC	SOLIDEDGE	85/767,179	10/30/2012	Pending
US	Sealy Technology LLC	ALOFT QUILT	85/779,713	11/14/2012	Pending
US	Sealy Technology LLC	CLASSIC DS	85/779,714	11/14/2012	Published

Country	Owner	TrademarkName	Application No.	Filing Date	Status
US	Sealy Technology LLC	OPTIPRO	85/779,715	11/14/2012	Published
US	Sealy Technology LLC	SUPPORTFLEX	85/779,718	11/14/2012	Pending
US	Sealy Technology LLC	PRIMACORE	85/738,591	9/26/2012	Pending
US	Sealy Technology LLC	ACTIVEFLEX	85/796,031	12/6/2012	Published
US	Sealy Technology LLC	ULTRASENSE	85/807,463	12/20/2012	Published
US	Sealy Technology LLC	SOMI	85/844,738	2/8/2013	Pending
US	Sealy Technology LLC	CLIMACOOL	85/868,597	3/6/2013	Pending
US	Sealy Technology LLC	CLIMASENSE	85/868,599	3/6/2013	Pending

Foreign Trademarks

On file with the Junior Notes Collateral Agent.

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Foreign Trademark Applications

On file with the Junior Notes Collateral Agent.

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SCHEDULE VII
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

INVENTORY LOCATIONS

On file with the Junior Notes Collateral Agent.

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SCHEDULE VIII
TO SUPPLEMENT NO. A TO THE
THIRD LIEN SECURITY AGREEMENT

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

On file with the Junior Notes Collateral Agent.

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RECORDED: 07/25/2013 REEL: 005077 FRAME: 0682