

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeolus Down, Inc.		09/27/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
Internal Address:	Attn: Robert Weising		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4359110	HOT CHOCOLATE BRAND	
Registration Number:	4349630	DUET BED PILLOW	
Registration Number:	4342434	COZY OR COOL	
Registration Number:	4172704	SIMPLE FIT	
Registration Number:	3959544	STAINTECH	
Registration Number:	3363598	BASIC ELEMENTS	
Registration Number:	3349915	JUST LIKE DOWN	
Registration Number:	3738808	CAMPUS LIFE	
Registration Number:	3562330	INDOOR WEATHER	
Registration Number:	3562243	ZEN BREEZE	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 4359110

via US Mail.

Phone: (704) 373-4640
Email: bsmith@mcguirewoods.com
Correspondent Name: Betty G. Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2050285-0202
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	10/02/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 27, 2013, between AEOLUS DOWN, INC., a California corporation ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrative agent for Lenders described below (PNC, in such capacity, "Agent"), in connection with the Credit Agreement described below.

R E C I T A L S:

WHEREAS, Grantor is indebted to Agent and Lenders pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), among Grantor and each Person that is or may hereafter become a borrower thereunder, the financial institutions which are now or which hereafter become a party thereto (collectively, "Lenders" and each individually a "Lender") and Agent. Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement;

WHEREAS, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Agent and Lenders.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: all "Obligations" as defined in the Credit Agreement.

Trademark License: any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Trademarks: any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks, (c) the

goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Other Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement includes any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section means, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein, discretion of Agent means the sole and absolute discretion of Agent. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. To secure the Secured Obligations, Grantor hereby grants to Agent, for the ratable benefit of each Secured Party, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Excluded Property. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Credit Agreement or any Other Document, the Trademark Collateral shall not include any Excluded Property.

2.3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Credit Agreement and any security agreement delivered in connection therewith. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto and such Trademarks or Trademark Licenses, as the case may be, shall automatically constitute Trademark Collateral hereunder. Grantor shall give prompt notice in writing to Agent with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I. Agent will make reasonable efforts to provide copies of such amended Schedule I to Grantor; *provided* that Agent's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall, until payment in full in cash and performance in full of all the Obligations (a) use commercially reasonable efforts to prosecute any trademark application pending as of the date hereof or thereafter to the extent determined by Grantor to be useful or necessary in its business, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark set forth in Schedule I, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of incontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral to the extent determined by Grantor to be useful or necessary in its business. Except as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's Permitted Discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I, to the extent determined by Grantor to be useful or necessary in its business, or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I which Grantor has determined is useful or necessary in its business. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public, in each case, except as such action would not reasonably be expected to have a Material Adverse Effect. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or

delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Agent in, any material portion of the Trademark Collateral must be approved, in writing, by Agent (which approval must not be unreasonably withheld), whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any reasonable and documented expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all reasonable and documented expenses, including the reasonable and documented out-of-pocket fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the Revolving Interest Rate for Domestic Rate Loans.

SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be an Other Document. This Agreement, together with the Credit Agreement and the Other Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of New York. To the extent not prohibited by Applicable Law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Credit Agreement, the terms of Section 12.3 of the Credit Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

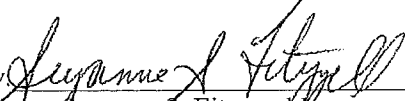
"GRANTOR"

AEOLUS DOWN, INC.,
a California corporation

By: 
Name: John D. Stengel
Title: President and Chief Executive Officer

“AGENT”

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By 
Name: Suzanne S. Fitzgerald
Title: Relationship Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. Owned Trademarks

Trademark	Serial No.	Registration Number	Registration Date
Hot Chocolate Brand	85616382	4359110	June 25, 2013
Duet Bed Pillow	85746181	4349630	June 11, 2013
Cozy or Cool	85746196	4342434	May 28, 2013
Simple Fit	85295740	4172704	July 10, 2012
StainTech	85012125	3959544	May 10, 2011
Basic Elements	78861494	3363598	January 1, 2008
Just like Down	78796334	3349915	December 4, 2007
Campus Life	77619998	3738808	January 19, 2010
Indoor Weather	77390422	3562330	January 13, 2009
Zen Breeze	77337592	3562243	January 13, 2009

2. Licensed Trademarks

NONE