

## 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
Aaron Industries, Inc.		11/26/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2044940	ISO-BLU	
Registration Number:	1762389	AARON BRANDS LABORATORY TESTED QUALITY G	
Registration Number:	2815314	PHARMACIST'S PREFERENCE	
Registration Number:	4265632	AH AARONHEALTH KIDS	
Registration Number:	4265631	AH AARONHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		

CH \$140.00 2044940

ATTORNEY DOCKET NUMBER:	36084-39250
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/26/2013
Total Attachments: 5 source=PLD_ Aaron Security Agreement (Trademarks)#page1.tif source=PLD_ Aaron Security Agreement (Trademarks)#page2.tif source=PLD_ Aaron Security Agreement (Trademarks)#page3.tif source=PLD_ Aaron Security Agreement (Trademarks)#page4.tif source=PLD_ Aaron Security Agreement (Trademarks)#page5.tif	

**SECURITY AGREEMENT (TRADEMARKS)**

**WHEREAS** Aaron Industries, Inc., (the "Pledgor") is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Pledgor, collectively, the "Trademarks");

**WHEREAS** Pledgor has entered into that certain Credit Agreement dated as of November 26, 2013 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") with JPMorgan Chase Bank, N.A. (the "Administrative Agent"), P & L Holding Enterprises Corp., the other loan parties party thereto and the Lenders party thereto (the "Lenders");

**WHEREAS** to secure all of Pledgor's obligations under the Credit Agreement, the Pledgor has entered into that certain Pledge and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent and the other loan parties party thereto, pursuant to which Pledgor has granted to the Administrative Agent on behalf of the Lenders a security interest in all assets of Pledgor, including, without limitation, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Pledgor's right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Security Agreement. Pledgor further hereby pledges and mortgages to the Administrative Agent on behalf of each Lender, and grants to the Administrative Agent on behalf of each Lender a security interest in, Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor hereunder secures the payment of all obligations under and as defined in each of the Credit Agreement and all other Loan Documents (as defined in the Credit Agreement), in each case, now or hereafter existing under or in respect of the Credit Agreement and the other

Loan Documents.

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Security Agreement, and the Pledgor and the Administrative Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Administrative Agent and each Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement (Trademarks) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Security Agreement (Trademarks) by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement (Trademarks).

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Administrative Agent and each Lender with respect to any such new Trademarks. Pledgor hereby authorizes Administrative Agent to unilaterally modify this Security Agreement (Trademarks) by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademarks, whether or not listed on Schedule A.

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IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto.

**PLEDGOR:**

**AARON INDUSTRIES, INC.**

By:   
Name: Mitchell Singer  
Title: President

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto.

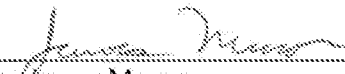
**PLEDGOR:**

**AARON INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By:  \_\_\_\_\_  
Name: James Maron  
Title: Authorized Officer

## SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
ISO-BLU	2044940	March 17, 1997
Aaron Brands Laboratory Tested Quality Guaranteed Logo	1762389	April 6, 1993
Pharmacist's Preference	2815314	February 17, 2004
AH Aaronhealth Kids Logo	4265632	December 25, 2012
AH Aaronhealth Logo	4265631	December 25, 2012

Aaron Industries, Inc. sells products under the common law unregistered trademark: E Z Nite Sleep.