

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300197

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANCED COMFORT PRODUCTS, INC.		03/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SJC DLF II-A, LLC, AS AGENT
Street Address:	1700 East Putnam Avenue, Suite 207
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4171103	G FLEX
Registration Number:	3001356	ADVANTAFLEX
Registration Number:	3065129	ADAPTAFLEX
Registration Number:	2953102	LIFESTYLE
Registration Number:	3001359	STRATAFLEX
Registration Number:	3502425	BIOFLEX
Registration Number:	3011938	FLEXIBLE FOAM
Registration Number:	3532260	BIOBOND
Registration Number:	3199292	FLEXGUARD
Registration Number:	3262375	FLEX LOCK

CORRESPONDENCE DATA

Fax Number: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

ATTORNEY DOCKET NUMBER:	22443/038
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	04/03/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2014, between **ADVANCED COMFORT PRODUCTS, INC.**, a Delaware corporation ("Grantor"), and **SJC DLF II-A, LLC**, a Delaware limited liability company ("SJC"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Term Loan Agreement dated as of March 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among **COMFORT INTERMEDIATE HOLDING, LLC**, a Delaware limited liability company ("Parent"), **COMFORT CO., INC.**, a Delaware corporation ("Comfort"), **SLEEP INNOVATIONS, INC.**, a New Jersey corporation ("Sleep Innovations"), **ADVANCED INNOVATIONS WEST, L.L.C.**, a California limited liability company ("AU West"), **ADVANCED INNOVATIONS EAST, L.L.C.**, a New Jersey limited liability company ("AU East"), **ADVANCED INNOVATIONS CENTRAL, L.L.C.**, an Indiana limited liability company ("AU Central"), **ADVANCED URETHANE TECHNOLOGIES, INC.**, a Delaware corporation ("AUT"), **AUT LEBANON, LLC**, a Delaware limited liability company ("AUT Lebanon"), **AUT NEWBURYPORT, LLC**, a Delaware limited liability company ("AUT Newburyport"), **AUT WEST CHICAGO, LLC**, a Delaware limited liability company ("AUT Chicago"), and **AUT BRENHAM, LLC**, a Delaware limited liability company ("AUT Brenham"), **ADVANCED COMFORT PRODUCTS, INC.**, a Delaware corporation ("ACP") and **MOELLER TRANSPORT LEASING, INC.**, an Ohio corporation ("Moeller"; together with Comfort, Sleep Innovations, AU West, AU East, AU Central, AUT, AUT Lebanon, AUT Newburyport, AUT Chicago, AUT Brenham and ACP, are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), 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 are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Borrowers and other Loan Parties shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of November 16, 2012 (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, 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 Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) 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, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 such 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, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any 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, 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 authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new United States 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:

ADVANCED COMFORT PRODUCTS, INC.

By: 

Name: Peter Adamski


Title: Interim Chief Financial Officer,
Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005250 FRAME: 0854

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	COUNTRY	SERIAL NUMBER	REG. NO.	GRANTOR
G FLEX	United States of America	85/467,363	4,171,103	Advanced Comfort Products, Inc.
AdvantaFlex	United States of America	78/423,781	3,001,356	Advanced Comfort Products, Inc.
Adaptaflex	United States of America	78/423,810	3,065,129	Advanced Comfort Products, Inc.
Lifestyle	United States of America	78/174,665	2,953,102	Advanced Comfort Products, Inc.
StrataFlex	United States of America	78/423,880	3,001,359	Advanced Comfort Products, Inc.
BioFlex	United States of America	77/155,060	3,502,425	Advanced Comfort Products, Inc.
	United States of America	78/174,633	3,011,938	Advanced Comfort Products, Inc.
BioBond	United States of America	77/375,962	3,532,260	Advanced Comfort Products, Inc.
FLEXGUARD	United States of America	78/174,670	3,199,292	Advanced Comfort Products, Inc.
Flex Lock	United States of America	78/580,390	3,262,375	Advanced Comfort Products, Inc.