

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innocor, Inc.		08/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SJC DLF II-A, LLC		
<b>Street Address:</b>	1700 East Putnam Avenue, Suite 207		
<b>City:</b>	Old Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06870		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85630864	COMFORT CRESCENT	
<b>Serial Number:</b>	86215839	COMFORT THAT WORKS AS HARD AS YOU DO	
<b>Serial Number:</b>	85953526	ABSOLUTE COMFORT	
<b>Serial Number:</b>	86089499	ADAPTICOOL	
<b>Serial Number:</b>	86089505	ADAPTICOOL	
<b>Serial Number:</b>	85826038	COMFORT CO	
<b>Serial Number:</b>	85826033	COMFORT CO	
<b>Serial Number:</b>	86017644	COMFORT CO.	
<b>Serial Number:</b>	86017646	COMFORT CO.	
<b>Serial Number:</b>	86014244	COMFORT GEL	
<b>Serial Number:</b>	86014238	COMFORT GEL	
<b>Serial Number:</b>	85913468	COMFORT MADE TOUGH	
<b>Serial Number:</b>	86015919	COMFORT THAT KNOWS YOU	
<b>Serial Number:</b>	86015913	COMFORT THAT KNOWS YOU	
<b>Serial Number:</b>	85823302	CUSHION SUPPORT	
<b>Serial Number:</b>	86034775	HEALTHFORM	
<b>Serial Number:</b>	86045562	HEALTHFORM	
<b>Serial Number:</b>	86299261	INNOCOR	
<b>Serial Number:</b>	86299281	INNOCOR FOAM TECHNOLOGIES	
<b>Serial Number:</b>	86299273	INNOCOR COMFORT	
<b>TRADEMARK</b>			

CH \$540.00 85630864

Property Type	Number	Word Mark
Serial Number:	86299270	INNOCOR, INC.

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** dcassinelli@proskauer.com

**Correspondent Name:** Diane Cassinelli

**Address Line 1:** c/o Proskauer Rose LLP

**Address Line 2:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	22443/028
<b>NAME OF SUBMITTER:</b>	Diane Cassinelli
<b>SIGNATURE:</b>	/Diane Cassinelli/
<b>DATE SIGNED:</b>	08/15/2014

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of August, 2014, between **INNOCOR, 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"), **INNOCOR, INC.**, a New Jersey corporation ("Innocor"), **INNOCOR WEST, LLC**, a California limited liability company ("Innocor West"), **INNOCOR EAST, LLC**, a New Jersey limited liability company ("Innocor East"), **INNOCOR CENTRAL, LLC**, an Indiana limited liability company ("Innocor Central"), **INNOCOR FOAM TECHNOLOGIES, INC.**, a Delaware corporation ("IFT"), **INNOCOR FOAM TECHNOLOGIES LEBANON, LLC**, a Delaware limited liability company ("IFT Lebanon"), **INNOCOR FOAM TECHNOLOGIES NEWBURYPORT, LLC**, a Delaware limited liability company ("IFT Newburyport"), **INNOCOR FOAM TECHNOLOGIES WEST CHICAGO, LLC**, a Delaware limited liability company ("IFT Chicago"), and **INNOCOR FOAM TECHNOLOGIES BRENHAM, LLC**, a Delaware limited liability company ("IFT Brenham"), **INNOCOR FOAM TECHNOLOGIES - ACP, INC.**, a Delaware corporation ("ACP") and **INNOCOR FOAM TECHNOLOGIES - MOELLER, INC.**, an Ohio corporation ("Moeller"); together with Comfort, Innocor, Innocor West, Innocor East, Innocor Central, IFT, IFT Lebanon, IFT Newburyport, IFT Chicago, IFT Brenham and ACP are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, 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 the Borrowers and other Loan Parties shall have executed and delivered to Agent, for the benefit of the 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 the 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 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 authorizes 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:

INNOCOR, INC.

By: 

Name: Michael Cantwell

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005344 FRAME: 0732

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SJC DLF II-A, LLC, a Delaware limited liability  
company

By:  \_\_\_\_\_

Name: Stephen J. Czech

Title: Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005344 FRAME: 0733

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Record Owner</b>
COMFORT CRESCENT	United States of America	85/630,864 21-May- 2012	4,355,305 18-Jun- 2013	Innocor, Inc.
COMFORT THAT WORKS AS HARD AS YOU DO	United States of America	86/215,839 10-Mar- 2014	N/A	Innocor, Inc.
ABSOLUTE COMFORT	United States of America	85/953,526 7-Jun-2013	N/A	Innocor, Inc.
ADAPTICOOL	United States of America	86/089,499 11-Oct- 2013	N/A	Innocor, Inc.
ADAPTICOOL	United States of America	86/089,505 11-Oct- 2013	N/A	Innocor, Inc.
COMFORT CO	United States of America	85/826,038 17-Jan- 2013	N/A	Innocor, Inc.
COMFORT CO	United States of America	85/826,033 17-Jan- 2013	N/A	Innocor, Inc.
COMFORT CO. (Stylized)	United States of America	86/017,644 23-Jul- 2013	N/A	Innocor, Inc.
COMFORT CO. (Stylized)	United States of America	86/017,646 23-Jul- 2013	N/A	Innocor, Inc.
COMFORT GEL	United States of America	86/014,244 18-Jul- 2013	N/A	Innocor, Inc.
COMFORT GEL	United States of America	86/014,238 18-Jul- 2013	N/A	Innocor, Inc.
COMFORT MADE TOUGH	United States of America	85/913,468 24-Apr- 2013	N/A	Innocor, Inc.



<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Record Owner</b>
COMFORT THAT KNOWS YOU	United States of America	86/015,919 22-Jul-2013	N/A	Innocor, Inc.
COMFORT THAT KNOWS YOU	United States of America	86/015,913 22-Jul-2013	N/A	Innocor, Inc.
CUSHION SUPPORT & Foot Design	United States of America	85/823,302 15-Jan-2013	N/A	Innocor, Inc.
HEALTHFORM	United States of America	86/034,775 12-Aug-2013	N/A	Innocor, Inc.
HEALTHFORM	United States of America	86/045,562 22-Aug-2013	N/A	Innocor, Inc.
INNOCOR	United States of America	86/299,261 3-Jun-2014	N/A	Innocor, Inc.
INNOCOR FOAM TECHNOLOGIES	United States of America	86/299,281 3-Jun-2014	N/A	Innocor, Inc.
INNOCOR COMFORT	United States of America	86/299,273 3-Jun-2014	N/A	Innocor, Inc.
INNOCOR, INC.	United States of America	86/299,270 3-Jun-2014	N/A	Innocor, Inc.