

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOCOR, INC.		08/14/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	100 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86302939	COMFORT U	
Registration Number:	4538410	COMFORT ARC	
Registration Number:	4538567	ENDURAFRESH	
Registration Number:	4538566	ENDURAFRESH	
Registration Number:	4544429	CUSHION SUPPORT	
Registration Number:	4522973	COMFORT CO	
Registration Number:	4553186	COMFORT CO	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>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.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.331		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00 86302939

SIGNATURE:	/njb/
DATE SIGNED:	08/18/2014
Total Attachments: 6 source=Innocor Trademark Security Agreement#page1.tif source=Innocor Trademark Security Agreement#page2.tif source=Innocor Trademark Security Agreement#page3.tif source=Innocor Trademark Security Agreement#page4.tif source=Innocor Trademark Security Agreement#page5.tif source=Innocor Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of August, 2014, between **INNOCOR, INC.** a New Jersey corporation ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("WFB"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit 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 and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, 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 and the Bank Product Providers, 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 and the Bank Product Providers, 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 Credit 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 and each of the Bank Product Providers, 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, the Bank Product Providers 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 and the Bank Product Providers, 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:

INNOCOR, INC.

By: 


Name: Michael Cantwell

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

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Sang Kim
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Innocor, Inc.	United States of America	<u>COMFOR</u> <u>T U</u>	<u>86302939</u> 06/06/2014	NA
Innocor, Inc.	United States of America	COMFOR T ARC	<u>85630908</u> 05/21/2012	4538410 05/27/2014
Innocor, Inc.	United States of America	ENDURA FRESH	<u>85695175</u> 08/03/2012	4538567 05/27/2014
Innocor, Inc.	United States of America	ENDURA FRESH	<u>85695164</u> 08/03/2012	4538566 05/27/2014
Innocor, Inc.	United States of America	CUSHION SUPPORT	85823302 01/15/2013	4544429 06/03/2014
Innocor, Inc.	United States of America	COMFOR T CO	85826033 01/17/2013	4522973 04/29/2014
Innocor, Inc.	United States of America	COMFOR T CO	85981708 03/28/2012	4553186 06/17/2014
TRADEMARK	COUNTRY	SERIAL NUMBER	REG. NO.	GRANTOR