TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hollander Sleep Products, LLC		10/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	KAYNE CREDIT OPPORTUNITIES FUND (QP), LP
Street Address:	655 Madison Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10065
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 183

Property Type	Number	Word Mark
Registration Number:	3534521	BREATHEWELL
Registration Number:	2899498	CLUSTER PUFF
Registration Number:	2853613	COMFORT QUARTERS
Registration Number:	3584780	COMFORT WRAP
Registration Number:	2375118	CUDDLE ROLL
Registration Number:	4455249	CUDDLEBED
Registration Number:	4052079	CUDDLEBED
Registration Number:	2013651	CUSTOM SHAPES
Registration Number:	2818380	DOUBLE SUPPORT
Registration Number:	3986256	DOWN CRADLE
Registration Number:	4067713	DREAMLOFT
Registration Number:	3477576	DREAMLOFT
Registration Number:	2158623	DREAMSCAPE
Registration Number:	3663632	DREAMSCAPE
Registration Number:	2795796	DREAMY NIGHTS
Registration Number:	3923294	EARTH ESSENTIALS
Registration Number:	4433031	THE ULTIMATE LUXURY
Registration Number:	4154421	ADJUSTAFIL
Registration Number:	4150494	ADJUSTAFIL

CH $4590.00 3534521

Property Type	Number	Word Mark
Registration Number:	1870583	BED GLOVE
Registration Number:	2551016	BED SAVER
Registration Number:	4175570	BIG SHOT
Registration Number:	2687366	BIG SHOT
Registration Number:	2613680	BOOMERANG
Registration Number:	3905068	BOUNCE
Registration Number:	2177549	BOUNCE
Registration Number:	3658038	BREATHE CLEAN & CLEAR
Registration Number:	2492969	BREATHE WELL
Registration Number:	3850396	BREATHECLEAR
Registration Number:	3874602	HOLIDAY AT HOME
Registration Number:	1781457	HOLLANDER
Registration Number:	2322531	HUGE
Registration Number:	2926375	HUGE
Registration Number:	2084964	HUGS THE MATTRESS INSTEAD OF YOU
Registration Number:	4433022	LC
Registration Number:	4458890	LITE-LOFT
Registration Number:	2751427	LIVE COMFORTABLY
Registration Number:	4448232	LIVE COMFORTABLY
Registration Number:	3931844	LOFT LOGIC
Registration Number:	3931845	LOFT LOGIC
Registration Number:	4471153	LUX-LOFT
Registration Number:	3086561	MATTRESS MAKEOVER
Registration Number:	2145212	MEDI-CORE
Registration Number:	2834611	MEGA
Registration Number:	2285747	MICRO CLUSTER
Registration Number:	3768834	ECO-SMART
Registration Number:	3548393	ECO-SMART
Registration Number:	3538930	ECO-SMART
Registration Number:	1649144	EXPAND A GRIP
Registration Number:	3794644	EXPAND-A-GRIP
Registration Number:	3059576	EXPAND-A-GRIP SUPREME "FITS EXTRA DEEP M
Registration Number:	4042793	FLEXOTECH
Registration Number:	4478885	FOREVER FIT
Registration Number:	3083471	GREAT SLEEP
Registration Number:	2301602	GREAT SLEEP
Registration Number:	4359455	GREATFIT
Registration Number:	1961037	GUARD GRIP
Registration Number:	4012643	H

Property Type	Number	Word Mark
Registration Number:	3771544	HEALTHY HOME
Registration Number:	4335138	HEALTHY HOME
Registration Number:	3128010	SENSE SMART FOAM
Registration Number:	3204477	SENSESMARTFOAM
Registration Number:	4272674	SLEEPSATIONS
Registration Number:	3232306	SLEEPSATIONS
Registration Number:	2004976	SLEEPSATIONS
Registration Number:	2364063	SMART FOAM
Registration Number:	4143506	SMARTFLEX
Registration Number:	4265005	SMARTFLEX
Registration Number:	3761840	SMOOTH GRIP
Registration Number:	3791297	SMOOTHGRIP
Registration Number:	3926502	SPRING LOFT
Registration Number:	4125850	SPRINGLOFT
Registration Number:	4344316	SUPER SUPPORT
Registration Number:	2984220	SUPERSIDE
Registration Number:	2932133	THE JUMBO
Registration Number:	4411408	THIS YEAR
Registration Number:	3561843	MICRO-BARRIER
Registration Number:	2116608	MICRODOWN
Registration Number:	2221909	MICROGUARD
Registration Number:	2974910	MINI
Registration Number:	3107498	NEVER FLAT
Registration Number:	2070373	OPULENCE SUPREME
Registration Number:	4218107	ORTHOPOSTURE
Registration Number:	2489420	PEACHY
Registration Number:	4547877	PERFECT REST
Registration Number:	2005391	PERFECT SUPPORT
Registration Number:	3929229	POWERLOFT
Registration Number:	3929231	POWERLOFT
Registration Number:	3929232	POWERLOFT
Registration Number:	4264927	REPLENISH
Registration Number:	4264928	REPLENISH
Registration Number:	4060884	R-TECH
Registration Number:	4335240	TRI-LOFT
Registration Number:	2007760	TRILOGY
Registration Number:	2851928	UNE VIE DOUILLETTE
Registration Number:	2362736	WONDER LOFT
Registration Number:	3402832	SNEEZE EASE

Property Type	Number	Word Mark
Registration Number:	3432076	FUSE-A-FOAM
Registration Number:	3427506	YOUR SILENT FIREFIGHTER
Registration Number:	3528022	FIRE DEFENDER
Registration Number:	3369383	SLEEP 360
Registration Number:	3464397	NATURAL ELEMENTS
Registration Number:	3438243	EZ TRAVEL
Registration Number:	3359662	NATURE'S LOFT
Registration Number:	3391844	RUST GUY SAY GOODBYE TO RUST
Registration Number:	3389764	VELVET DREAMER
Registration Number:	1829440	BOOMERANG
Registration Number:	1327027	HOLLANDER HOME FASHIONS
Registration Number:	4569844	PERFECT-FOR-FOAM
Registration Number:	4564473	WAKE UP! AND LIVE
Serial Number:	86241380	ARCTIC DOWN
Serial Number:	86202314	ARCTIC FRESH
Serial Number:	86025008	ARCTIC FRESH
Serial Number:	86025012	BIG COMFORT
Serial Number:	85405517	BIG WASH
Serial Number:	86113836	BIG-LOFT
Serial Number:	86207565	BODY COOL
Serial Number:	86305148	BOUNCE-BACK
Serial Number:	86241474	BREATHE-COOL
Serial Number:	85237944	BREATHEMESH
Serial Number:	86013561	CLEAN COMFORT
Serial Number:	86013550	CLEAN LIVING
Serial Number:	85237933	CLEAN-LOFT
Serial Number:	86258997	CLEARFRESH
Serial Number:	85684014	COMFORT BASICS
Serial Number:	86025017	COMFORT WRAP
Serial Number:	86194194	CRYSTALLINE
Serial Number:	86120315	DOUBLE SUPPORT
Serial Number:	86281991	DREAM WISE
Serial Number:	86244594	DREAM-LOFT
Serial Number:	86105654	DREAM-LOFT
Serial Number:	86024994	EVERLASTING LOFT
Serial Number:	85443482	FINE-LOFT
Serial Number:	85599833	FLEXIBLE COMFORT
Serial Number:	86117384	FLEXIBLE COMFORT
Serial Number:	85250396	FRESH ESSENTIALS

Property Type	Number	Word Mark
Serial Number:	85429472	GEN
Serial Number:	86113845	GREAT-LOFT
Serial Number:	86117374	GREAT-LOFT
Serial Number:	85332114	HEALTHY LIVING
Serial Number:	86060516	HOLLANDER SLEEP PRODUCTS
Serial Number:	85934186	HUGE
Serial Number:	85935062	HYBRID-LUX
Serial Number:	86241444	HYDRA-GEL
Serial Number:	86281974	INFINITY
Serial Number:	85471901	LC BASICS
Serial Number:	85429497	LIVE ACTIVE
Serial Number:	85429478	LIVE CARING
Serial Number:	86205837	LIVE COMFORTABLY
Serial Number:	86282004	LIVE CONSCIOUSLY
Serial Number:	85429491	LIVE NOW
Serial Number:	86120287	MEGA
Serial Number:	85756253	MIRACLE FIBER
Serial Number:	85450696	NEVER FLAT
Serial Number:	86025000	PERFECT-FOR-FOAM
Serial Number:	86019867	PLUSH TOUCH
Serial Number:	85782767	PURE ESSENCE
Serial Number:	85250410	PURE ESSENTIALS
Serial Number:	86272989	RESPONSIBLE LUXURY
Serial Number:	86259009	SIMPLE COMFORT
Serial Number:	85766699	SMART GRIP
Serial Number:	86241535	SUPRACELL
Serial Number:	86244598	SUPRACELL
Serial Number:	86244584	SUPRACOOL
Serial Number:	86241484	THE COOL ONE
Serial Number:	86241451	THE COOL THING
Serial Number:	86241413	TRAVELPACK
Serial Number:	86207501	TRI-COOL
Serial Number:	86224715	TRI-LOFT
Serial Number:	86128438	ULTRA LUXE
Serial Number:	86020081	US SMART
Serial Number:	86020094	US SMART
Serial Number:	85250424	WAKE UP! AND LIVE
Serial Number:	86323997	HYDROGEL
Serial Number:	86318546	FRESH ESSENTIALS

Property Type	Number	Word Mark
Serial Number:	86318549	NATURAL ELEMENTS
Serial Number:	86318557	PURE ESSENTIALS
Serial Number:	86318561	CLEAN-LOFT
Serial Number:	86318569	BREATHEMESH
Serial Number:	86317091	GRAPH-X
Serial Number:	86317109	GRAPH-X
Serial Number:	85285386	DRY-LOFT
Serial Number:	85250417	CLEAR FRESH

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	43654-003
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	10/20/2014

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of October, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **KAYNE CREDIT OPPORTUNITIES FUND (QP), LP**, a Delaware limited partnership, in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of October 20, 2014 (as amended, restated, extended, refinanced, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **DREAM II HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **HOLLANDER HOME FASHIONS HOLDINGS, LLC**, a Delaware limited liability company, **HOLLANDER SLEEP PRODUCTS, LLC**, a Delaware limited liability company, each other Affiliate or Subsidiary of Parent from time to time party thereto, 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 Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of October 20, 2014 (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, Grantors are 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) but not otherwise defined herein shall have the meanings ascribed thereto 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 Sections 1(b) through 1(d) 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. Each Grantor hereby grants and pledges to Agent for the benefit of each member of the Lender Group,

to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) any and all trademarks, trade names, trade dress, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (whether statutory or common law and whether established or registered in the Unites States or any other country or any political subdivision thereof), including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) goodwill of the business symbolized thereby or connected with the use thereof and (C) all renewals thereof; and

(b) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" and any defined term used therein shall not include, and the Security Interest shall not attach to Excluded Collateral (as defined in the Guaranty and Security Agreement), including the following: any United States intent-to-use trademark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the PTO, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use or a statement of use pursuant to 15 U.S.C. Section 1051(c) or (d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

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.

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. Each 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 conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks or application thereof of each 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; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO

VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

[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.

GRANTORS:

HOLLANDER SLEEP PRODUCTS, LLC, a Delaware limited liability company

By: _____

Name: David Schaefer

Title: Chief Financial Officer and Secretary

Location: _____

6501 Congress Avenue,
Suite 300
Boca Raton, Florida 33487

[Signature Page to Term Loan Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

KAYNE CREDIT OPPORTUNITIES FUND (QP), LP, a Delaware limited partnership, as Agent

By: KCOF SLP, L.P., its Investment Manager

By: _____

Name: Ed Cerny

Title: Managing Partner

[Signature Page to Term Loan Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hollander Sleep Products, LLC	United States	…THE ULTIMATE LUXURY (DESIGN)	4433031	11/12/2013
Hollander Sleep Products, LLC	United States	ADJUSTAFIL	4154421	6/5/2012
Hollander Sleep Products, LLC	United States	ADJUSTAFIL	4150494	5/29/2012
Hollander Sleep Products, LLC	United States	BED GLOVE	1870583	12/27/1994
Hollander Sleep Products, LLC	United States	BED SAVER	2551016	3/19/2002
Hollander Sleep Products, LLC	United States	BIG SHOT	4175570	6/17/2012
Hollander Sleep Products, LLC	United States	BIG SHOT	2687366	2/11/2003
Hollander Sleep Products, LLC	United States	BOOMERANG	2613680	9/3/2002
Hollander Sleep Products, LLC	United States	BOUNCE	3905068	1/11/2011
Hollander Sleep Products, LLC	United States	BOUNCE	2177549	7/28/1998
Hollander Sleep Products, LLC	United States	BREATHE CLEAN & CLEAR	3658038	7/21/2009
Hollander Sleep Products, LLC	United States	BREATHE WELL	2492969	9/25/2001
Hollander Sleep Products, LLC	United States	BREATHECLEAR	3850396	9/21/2010

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hollander Sleep Products, LLC	United States	BREATHEWELL	3534521	11/18/2008
Hollander Sleep Products, LLC	United States	CLUSTER PUFF	2899498	11/2/2004
Hollander Sleep Products, LLC	United States	COMFORT QUARTERS	2853613	6/15/2004
Hollander Sleep Products, LLC	United States	COMFORT WRAP	3584780	3/3/2009
Hollander Sleep Products, LLC	United States	CUDDLE ROLL	2375118	8/8/2000
Hollander Sleep Products, LLC	United States	CUDDLEBED	4455249	12/24/2013
Hollander Sleep Products, LLC	United States	CUDDLEBED	4052079	11/8/2011
Hollander Sleep Products, LLC	United States	CUSTOM SHAPES	2013651	11/5/1996
Hollander Sleep Products, LLC	United States	DOUBLE SUPPORT	2818380	2/24/2004
Hollander Sleep Products, LLC	United States	DOWN CRADLE	3986256	6/28/2011
Hollander Sleep Products, LLC	United States	DREAMLOFT	4067713	12/6/2011
Hollander Sleep Products, LLC	United States	DREAMLOFT	3477576	7/29/2008
Hollander Sleep Products, LLC	United States	DREAMSCAPE	2158623	5/19/1998
Hollander Sleep Products, LLC	United States	DREAMSCAPE	3663632	8/4/2009
Hollander Sleep Products, LLC	United States	DREAMY NIGHTS	2795796	12/16/2003
Hollander Sleep Products, LLC	United States	EARTH ESSENTIALS	3923294	2/22/2011

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hollander Sleep Products, LLC	United States	ECO-SMART	3768834	3/30/2010
Hollander Sleep Products, LLC	United States	ECO-SMART	3548393	12/16/2008
Hollander Sleep Products, LLC	United States	ECO-SMART	3538930	11/25/2008
Hollander Sleep Products, LLC	United States	EXPAND A GRIP	1649144	6/25/1991
Hollander Sleep Products, LLC	United States	EXPAND A GRIP & DESIGN	3794644	5/25/2010
Hollander Sleep Products, LLC	United States	EXPAND-A-GRIP SUPREME "FITS EXTRA DEEP MATTRESSES UP TO 20" & DESIGN	3059576	2/14/2006
Hollander Sleep Products, LLC	United States	FLEXOTECH	4042793	10/18/2011
Hollander Sleep Products, LLC	United States	FOREVER FIT	4478885	2/4/2014
Hollander Sleep Products, LLC	United States	GREAT SLEEP	3083471	4/18/2006
Hollander Sleep Products, LLC	United States	GREAT SLEEP	2301602	12/21/1999
Hollander Sleep Products, LLC	United States	GREATFIT	4359455	6/25/2013
Hollander Sleep Products, LLC	United States	GUARD GRIP	1961037	3/5/1996
Hollander Sleep Products, LLC	United States	H and Design	4012643	8/16/2011
Hollander Sleep Products, LLC	United States	HEALTHY HOME	3771544	4/6/2010
Hollander Sleep Products, LLC	United States	HEALTHY HOME	4335138	5/14/2013

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hollander Sleep Products, LLC	United States	HOLIDAY AT HOME	3874602	11/9/2010
Hollander Sleep Products, LLC	United States	HOLLANDER	1781457	7/13/1993
Hollander Sleep Products, LLC	United States	HUGE	2322531	2/22/2000
Hollander Sleep Products, LLC	United States	HUGE	2926375	2/15/2005
Hollander Sleep Products, LLC	United States	HUGS THE MATTRESS INSTEAD OF Y	2084964	7/29/1997
Hollander Sleep Products, LLC	United States	LC BOOT LOGO	4433022	11/12/2013
Hollander Sleep Products, LLC	United States	LITE-LOFT	4458890	12/31/2013
Hollander Sleep Products, LLC	United States	LIVE COMFORTABLY	2751427	8/12/2003
Hollander Sleep Products, LLC	United States	LIVE COMFORTABLY	4448232	12/10/2013
Hollander Sleep Products, LLC	United States	LOFT LOGIC	3931844	3/15/2011
Hollander Sleep Products, LLC	United States	LOFT LOGIC	3931845	3/15/2011
Hollander Sleep Products, LLC	United States	LUX-LOFT	4471153	1/21/2014
Hollander Sleep Products, LLC	United States	MATTRESS MAKEOVER	3086561	4/25/2006
Hollander Sleep Products, LLC	United States	MEDI-CORE	2145212	3/17/1998
Hollander Sleep Products, LLC	United States	MEGA	2834611	4/20/2004
Hollander Sleep Products, LLC	United States	MICRO CLUSTER	2285747	10/12/1999

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Hollander Sleep Products, LLC	United States	MICRO-BARRIER	3561843	1/13/2009
Hollander Sleep Products, LLC	United States	MICRODOWN	2116608	11/25/1997
Hollander Sleep Products, LLC	United States	MICROGUARD	2221909	2/2/1999
Hollander Sleep Products, LLC	United States	MINI	2974910	7/19/2005
Hollander Sleep Products, LLC	United States	NEVER FLAT	3107498	6/20/2006
Hollander Sleep Products, LLC	United States	OPULENCE SUPREME	2070373	6/10/1997
Hollander Sleep Products, LLC	United States	ORTHOPOSTURE	4218107	10/2/2012
Hollander Sleep Products, LLC	United States	PEACHY	2489420	9/11/2001
Hollander Sleep Products, LLC	United States	PERFECT REST	4547877	6/10/2014
Hollander Sleep Products, LLC	United States	PERFECT SUPPORT	2005391	10/1/1996
Hollander Sleep Products, LLC	United States	POWERLOFT	3929229	3/8/2011
Hollander Sleep Products, LLC	United States	POWERLOFT	3929231	3/8/2011
Hollander Sleep Products, LLC	United States	POWERLOFT	3929232	3/8/2011
Hollander Sleep Products, LLC	United States	REPLENISH	4264927	12/25/2012
Hollander Sleep Products, LLC	United States	REPLENISH	4264928	12/25/2012
Hollander Sleep Products, LLC	United States	R-TECH	4060884	11/22/2011

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Hollander Sleep Products, LLC	United States	SENSE SMART FOAM	3128010	8/8/2006
Hollander Sleep Products, LLC	United States	SENSESMARTFO AM	3204477	1/30/2007
Hollander Sleep Products, LLC	United States	SLEEPSATIONS	4272674	1/8/2013
Hollander Sleep Products, LLC	United States	SLEEPSATIONS	3232306	4/24/2007
Hollander Sleep Products, LLC	United States	SLEEPSATIONS	2004976	10/1/1996
Hollander Sleep Products, LLC	United States	SMART FOAM	2364063	7/4/2000
Hollander Sleep Products, LLC	United States	SMARTFLEX	4143506	5/15/2012
Hollander Sleep Products, LLC	United States	SMARTFLEX	4265005	12/25/2012
Hollander Sleep Products, LLC	United States	SMOOTH GRIP	3761840	3/16/2010
Hollander Sleep Products, LLC	United States	SMOOTH GRIP & DESIGN	3791297	5/18/2010
Hollander Sleep Products, LLC	United States	SPRING LOFT	3926502	3/1/2011
Hollander Sleep Products, LLC	United States	SPRINGLOFT	4125850	4/10/2012
Hollander Sleep Products, LLC	United States	SUPER SUPPORT	4344316	5/28/2013
Hollander Sleep Products, LLC	United States	SUPERSIDE	2984220	8/9/2005
Hollander Sleep Products, LLC	United States	THE JUMBO	2932133	3/8/2005
Hollander Sleep Products, LLC	United States	THIS YEAR	4411408	10/1/2013

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Hollander Sleep Products, LLC	United States	TRI-LOFT	4335240	5/14/2013
Hollander Sleep Products, LLC	United States	TRILOGY	2007760	10/15/1996
Hollander Sleep Products, LLC	United States	UNE VIE DOUILLETTE	2851928	6/8/2004
Hollander Sleep Products, LLC	United States	WONDER LOFT	2362736	6/27/2000
Hollander Sleep Products, LLC	United States	SNEEZE EASE	3402832	3/25/2008
Hollander Sleep Products, LLC	United States	FUSE-A-FORM	3432076	5/20/2008
Hollander Sleep Products, LLC	United States	YOUR SILENT FIREFIGHTER	3427506	5/13/2008
Hollander Sleep Products, LLC	United States	FIRE DEFENDER	3528022	11/4/2008
Hollander Sleep Products, LLC	United Stated	SLEEP 360	3369383	1/15/2008
Hollander Sleep Products, LLC	United States	NATURAL ELEMENTS	3464397	7/8/2008
Hollander Sleep Products, LLC	United States	EZ TRAVEL	3438243	5/27/2008
Hollander Sleep Products, LLC	United States	NATURE'S LOFT	3359662	12/25/2007
Hollander Sleep Products, LLC	United States	RUST GUY SAY GOODBYE TO RUST and Design	3391844	3/4/2008
Hollander Sleep Products, LLC	United States	VELVET DREAMER	3389764	2/26/2008
Hollander Sleep Products, LLC	United States	BOOMERANG	1829440	4/5/1994
Hollander Sleep Products, LLC	United States	HOLLANDER HOME FASHIONS	1327027	3/26/1985

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Hollander Sleep Products, LLC	United States	PERFECT-FOR-FOAM	4569844	7/15/2014
Hollander Sleep Products, LLC	United States	WAKE UP! AND LIVE	4564473	7/8/2014
Hollander Sleep Products, LLC	United States	ARCTIC DOWN	86/241,380	4/3/2014
Hollander Sleep Products, LLC	United States	ARCTIC FRESH	86/202,314	2/24/2014
Hollander Sleep Products, LLC	United States	ARCTIC FRESH	86/025,008	7/31/2013
Hollander Sleep Products, LLC	United States	BIG COMFORT	86/025,012	7/31/2013
Hollander Sleep Products, LLC	United States	BIG WASH	85/405,517	8/24/2011
Hollander Sleep Products, LLC	United States	BIG-LOFT	86/113,836	11/8/2013
Hollander Sleep Products, LLC	United States	BODY COOL	86/207,565	2/28/2014
Hollander Sleep Products, LLC	United States	BOUNCE-BACK	86/305,148	6/10/2014
Hollander Sleep Products, LLC	United States	BREATHE-COOL	86/241,474	4/3/2014
Hollander Sleep Products, LLC	United States	BREATHEMESH	85/237,944	2/9/2011
Hollander Sleep Products, LLC	United States	CLEAN COMFORT	86/013,561	7/18/2013
Hollander Sleep Products, LLC	United States	CLEAN LIVING	86/013,550	7/18/2013
Hollander Sleep Products, LLC	United States	CLEAN-LOFT	85/237,933	2/9/2011
Hollander Sleep Products, LLC	United States	CLEAR FRESH	86/258,997	4/22/2014

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Hollander Sleep Products, LLC	United States	COMFORT BASICS	85/684,014	7/23/2012
Hollander Sleep Products, LLC	United States	COMFORT WRAP	86/025,017	7/31/2013
Hollander Sleep Products, LLC	United States	CRYSTALLINE	86/194,194	2/14/2014
Hollander Sleep Products, LLC	United States	DOUBLE SUPPORT	86/120,315	11/15/2013
Hollander Sleep Products, LLC	United States	DREAM WISE	86/281,991	5/15/2014
Hollander Sleep Products, LLC	United States	DREAM-LOFT	86/244,594	4/7/2014
Hollander Sleep Products, LLC	United States	DREAM-LOFT (Logo)	86/105,654	10/30/2013
Hollander Sleep Products, LLC	United States	EVERLASTING LOFT	86/024,994	7/31/2013
Hollander Sleep Products, LLC	United States	FINE-LOFT	85/443,482	10/10/2011
Hollander Sleep Products, LLC	United States	FLEXIBLE COMFORT	85/599,833	4/17/2012
Hollander Sleep Products, LLC	United States	FLEXIBLE COMFORT	86/117,384	11/13/2013
Hollander Sleep Products, LLC	United States	FRESH ESSENTIALS	85/250,396	2/24/2011
Hollander Sleep Products, LLC	United States	GEN (STYLIZED)	85/429,472	9/22/2011
Hollander Sleep Products, LLC	United States	GREAT-LOFT	86/113,845	11/8/2013
Hollander Sleep Products, LLC	United States	GREAT-LOFT	86/117,374	11/13/2013
Hollander Sleep Products, LLC	United States	HEALTHY LIVING	85/332,114	5/27/2011

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Hollander Sleep Products, LLC	United States	HOLLANDER SLEEP PRODUCTS	86/060,516	9/10/2013
Hollander Sleep Products, LLC	United States	HUGE	85/934,186	5/16/2013
Hollander Sleep Products, LLC	United States	HYBRID-LUX	85/935,062	5/17/2013
Hollander Sleep Products, LLC	United States	HYDRA-GEL	86/241,444	4/3/2014
Hollander Sleep Products, LLC	United States	INFINITY	86/281,974	5/15/2014
Hollander Sleep Products, LLC	United States	LC BASICS (LOGO)	85/471,901	11/14/2011
Hollander Sleep Products, LLC	United States	LIVE ACTIVE	85/429,497	9/22/2011
Hollander Sleep Products, LLC	United States	LIVE CARING	85/429,478	9/22/2011
Hollander Sleep Products, LLC	United States	LIVE COMFORTABLY	86/205,837	2/27/2014
Hollander Sleep Products, LLC	United States	LIVE CONSCIOUSLY	86/282,004	5/15/2014
Hollander Sleep Products, LLC	United States	LIVE NOW	85/429,491	9/22/2011
Hollander Sleep Products, LLC	United States	MEGA	86/120,287	11/15/2013
Hollander Sleep Products, LLC	United States	MIRACLE FIBER	85/756,253	10/17/2012
Hollander Sleep Products, LLC	United States	NEVER FLAT	85/450,696	10/19/2011
Hollander Sleep Products, LLC	United States	PERFECT-FOR-FOAM	86/025,000	7/31/2013
Hollander Sleep Products, LLC	United States	PLUSH TOUCH	86/019,867	7/25/2013

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Hollander Sleep Products, LLC	United States	PURE ESSENCE	85/782,767	11/19/2012
Hollander Sleep Products, LLC	United States	PURE ESSENTIALS	85/250,410	2/24/2011
Hollander Sleep Products, LLC	United States	RESPONSIBLE LUXURY	86/272,989	5/6/2014
Hollander Sleep Products, LLC	United States	SIMPLE COMFORT	86/259,009	4/22/2014
Hollander Sleep Products, LLC	United States	SMART GRIP	85/766,699	10/30/2012
Hollander Sleep Products, LLC	United States	SUPRACELL	86/241,535	4/3/2014
Hollander Sleep Products, LLC	United States	SUPRACELL	86/244,598	4/7/2014
Hollander Sleep Products, LLC	United States	SUPRACOOL	86/244,584	4/7/2014
Hollander Sleep Products, LLC	United States	THE COOL ONE	86/241,484	4/3/2014
Hollander Sleep Products, LLC	United States	THE COOL THING	86/241,451	4/3/2014
Hollander Sleep Products, LLC	United States	TRAVELPACK	86/241,413	4/3/2014
Hollander Sleep Products, LLC	United States	TRI-COOL	86/207,501	2/28/2014
Hollander Sleep Products, LLC	United States	TRI-LOFT	86/224,715	3/18/2014
Hollander Sleep Products, LLC	United States	ULTRA LUXE	86/128,438	11/25/2013
Hollander Sleep Products, LLC	United States	US SMART	86/020,081	7/25/2013
Hollander Sleep Products, LLC	United States	US SMART & DESIGN	86/020,094	7/25/2013

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Hollander Sleep Products, LLC	United States	WAKE UP! AND LIVE	85/250,424	2/24/2011
Hollander Sleep Products, LLC	United States	HYRDOGEL and Design	86/323997	7/30/2014
Hollander Sleep Products, LLC	United States	FRESH ESSENTIALS	86/318546	7/24/2014
Hollander Sleep Products, LLC	United States	NATURAL ELEMENTS	86/318549	7/24/2014
Hollander Sleep Products, LLC	United States	PURE ESSENTIALS	86/318557	7/24/2014
Hollander Sleep Products, LLC	United States	CLEAN-LOFT	86/318561	7/24/2014
Hollander Sleep Products, LLC	United States	BREATHEMESH	86/318569	7/24/2014
Hollander Sleep Products, LLC	United States	GRAPH-X	86/317091	6/23/2014
Hollander Sleep Products, LLC	United States	GRAPH-X and Design	86/317109	6/23/2014
Hollander Sleep Products, LLC	United States	DRY-LOFT	85/285386	4/4/2011
Hollander Sleep Products, LLC	United States	CLEAR FRESH	85/250417	2/24/2011