

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323888

<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>
Down-Lite International, Inc.		11/17/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	425 Walnut Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3021867	ECOLOFT	
Registration Number:	2085587	ENVIRODOWN	
Registration Number:	2480843	ENVIROLOFT	
Registration Number:	3528321	MEMORY GEL	
Registration Number:	3112973	MICROLOFT	
Registration Number:	2223831	PERMABAFFLE	
Registration Number:	3635726	REST ASSURED	
Registration Number:	3600411	DOWN LIKE LUXURY	
Registration Number:	3538896	SLEEP BALANCE	
Registration Number:	4085196	SMARTDOWN	
Registration Number:	3707071	SOFTPLUS	
Registration Number:	3632002	SUREGRIP	
Registration Number:	4255286	X-TREME DOWN	
Registration Number:	4255379	DOWN-TRAC	
Registration Number:	4448946	OPTILUXE	
Registration Number:	4556724	POSTURE FIT	
Registration Number:	4397772	LIQUILOFT	
Serial Number:	85726107	PUR-DOWN	
Serial Number:	85290315	SNEEZE-FREE GUARANTEE	
Serial Number:	85801909	COOL-DOWN	
<b>TRADEMARK</b>			

CH \$715.00 3021867

Property Type	Number	Word Mark
Registration Number:	4072854	DOWNLITE
Registration Number:	4058685	DOWNLITE
Registration Number:	4069565	DOWNLITE
Serial Number:	85952503	COREDOWNS
Serial Number:	86253952	WOOL-DOWN HALO
Serial Number:	86117817	DUO-TEMP
Serial Number:	86369403	INFINITY SKIRT
Serial Number:	86117722	MY°

**CORRESPONDENCE DATA**

**Fax Number:** 2025339099  
*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:** 202-467-8800  
**Email:** jspiantanida@vorys.com  
**Correspondent Name:** Vorys, Sater, Seymour and Pease LLP  
**Address Line 1:** P.O. Box 2255 -- IPLAW@Vorys  
**Address Line 2:** Attn: Tanya Marie Curcio  
**Address Line 4:** Columbus, OHIO 43216-2255

<b>ATTORNEY DOCKET NUMBER:</b>	027656-207/1707/TSA
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida
<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	11/20/2014

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), dated as of November 17, 2014, is made by DOWN-LITE INTERNATIONAL, INC., an Ohio corporation ("Grantor") in favor of U.S. Bank National Association, a national banking association, as Agent for the benefit of the Secured Parties ("Agent").

### RECITALS:

WHEREAS, it is a condition of that certain Financing Agreement by and among Grantor, the other Borrowers party thereto, Agent, LC Issuer, the Lenders from time to time party thereto, and the other Credit Parties from time to time party thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement"), that Grantor enter into this Agreement. Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Financing Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1**      Definitions. As used herein, the following terms shall have the following meanings:

"Collateral" shall mean, with respect to Grantor, all of Grantor's existing and future (a) Trademarks; (b) Licenses; (c) all of the goodwill of Grantor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (d) proceeds of any of the foregoing.

"Financing Agreement" shall have the meaning ascribed thereto in the recitals to this Agreement.

"Licenses" shall mean any license agreement with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule B** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

"PTO" shall mean the United States Patent and Trademark Office in Washington, D.C.

"Trademarks" shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

**Section 2**      Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Grantor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Grantor's future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

**Section 3** Representations and Warranties. Grantor represents and warrants to Agent and the Lenders that as of the date hereof:

(a) Grantor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Grantor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) Except for Permitted Liens, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (except for any licenses of point-of-sale software in the ordinary course of business), registered user agreements (other than customary user agreements relating to licenses with respect to which Grantor is a licensee) and covenants by Grantor not to sue third Persons;

(d) Grantor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Grantor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect; and

(f) Grantor is the true and lawful owner or licensee of the Trademarks listed on **Schedule A** attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Grantor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Grantor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on **Schedule A**. Grantor further warrants that it is aware of no third party claim that any aspect of Grantor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect; and

**Section 4** Further Assignment Prohibited. Grantor shall not enter into any agreement that is inconsistent with its obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral (except for any licenses of point-of-sale software in the ordinary course of business) other than in the ordinary course of business consistent with past practice without Agent's prior written consent which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

**Section 5** Right to Inspect. Grantor hereby grants to Agent and Lenders and their employees and agents the right to visit any location of Grantor and to inspect Grantor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 5.9 of the Financing Agreement.

**Section 6** Standard Trademark Use. Grantor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Grantor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, <sup>TM</sup>, and <sup>SM</sup> where appropriate.

**Section 7** Event of Default. If an Event of Default shall occur, Grantor irrevocably authorizes and

empowers Agent, on behalf of the Lenders, to terminate Grantor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Grantor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including Attorneys' Fees and reasonable brokers' fees), Agent shall apply such proceeds as provided in the Financing Agreement. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Grantor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

**Section 8** Termination. Upon Payment in Full of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Grantor, at Grantor's expense, all deeds, assignments, and other instruments as Grantor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Section 9, Section 11, Section 22, Section 23, Section 24, Section 25, Section 26, and Section 27 shall survive any termination of this Agreement.

**Section 9** Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Grantor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Grantor shall not be obligated to maintain any Collateral in the event Grantor determines, in the reasonable business judgment of Grantor, that the maintenance of such Collateral is no longer material to its business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorney's fees and expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantor, within ten (10) days of demand by Agent, and, until so paid, shall be added to the principal amount of the Secured Obligations.

**Section 10** Grantor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, unless Grantor determines in the reasonable business judgment of Grantor that the maintenance of such collateral is no longer necessary, Grantor shall have the duty to prosecute diligently any trademark application pending as of the date of this Agreement or thereafter until the Payment in Full of the Obligations, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Grantor. Grantor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Grantor or such abandonment is in connection with the abandonment of a product or product line.

**Section 11** Agent's Rights to Enforce. Grantor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent shall have the right, but shall have no obligation, to join in any such action during the

existence of an Event of Default. Grantor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, reasonable costs and expenses, including reasonable attorney's fees and expenses incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Grantor.

**Section 12** Power of Attorney. Grantor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

**Section 13** Agent's Right to Perform Obligations. If Grantor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after reasonable notice to Grantor, but is not obligated to, do so in Grantor's name or in Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorney's fees and expenses, incurred by Agent in protecting, defending and maintaining the Collateral.

**Section 14** Additional Documents. Grantor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

**Section 15** New Collateral. If, before the Payment in Full of the Obligations, Grantor shall obtain rights to any new Collateral, the provisions of Section 2 and Section 7 hereof shall automatically apply thereto as if the same were identified on **Schedules A or B** attached hereto and made a part hereof as of the date hereof, and Grantor shall give Agent prompt written notice thereof.

**Section 16** Modification for New Collateral. Grantor hereby authorizes Agent to modify this Agreement by amending **Schedules A or B** to include any future Collateral as contemplated by Section 2 and Section 15 hereof and, at Agent's request, Grantor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to **Schedules A or B** shall be effective without the signature of Grantor. Grantor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to **Schedules A or B**.

**Section 17** No Waiver. No course of dealing between Grantor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Section 18** Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

**Section 19** Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**Section 20** Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Grantor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Financing Agreement, the provisions of this Agreement shall control.

**Section 21** Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Grantor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

**Section 22** Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Grantor, mailed or delivered to Grantor, addressed to Grantor at the address specified on the signature pages of the Financing Agreement, and, if to a Lender, mailed or delivered to it, addressed to the address of such Lender specified on the signature pages of the Financing Agreement. Any notice required, permitted or contemplated hereunder shall be in writing and addressed to the party to be notified at the address set forth in the Financing Agreement or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed validly given (i) three days following deposit in the U.S. certified mails (return receipt requested), with proper postage prepaid, or (ii) the next Business Day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement satisfactory with such carrier, made for the payment thereof, or (iii) upon receipt of notice given by facsimile or personal delivery.

**Section 23** Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Grantor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cincinnati, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any instrument, agreement or document executed in connection therewith, and Grantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Grantor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Grantor agrees that a final, nonappealable 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.

**Section 24** Indemnity. Grantor will reimburse each Lender, on such Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by such Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Grantor, at a rate per annum equal to the Default Rate.

**Section 25** Unconditional and Continuing Security Interest. Grantor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until terminated pursuant to Section 8, regardless of the lapse of time, regardless of the fact that there may be

a time or times when no Secured Obligations are outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Secured Obligations for purposes of this Agreement, nor Grantor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to Grantor, whether or not liability therefor constitutes Secured Obligations, or any failure or refusal of Agent or any Lender to grant any other credit to Grantor even if Agent or any Lender thereby breaches any duty or Commitments to Grantor or any other Person;

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Secured Obligations;

(c) any extension, renewal, or refinancing of the Secured Obligations in whole or in part;

(d) any amendment, restatement, or other modification of any kind in, to, or of any Loan Document, or any consent or other indulgence granted to Grantor, or any waiver of any Event of Default (under this Agreement or the Financing Agreement);

(e) any acceptance of security on the Secured Obligations or any part thereof, or any release of any security, whether or not Agent or any Lender receive consideration for the release;

(f) any discharge of the Secured Obligations in whole or in part under any bankruptcy or insolvency law or otherwise;

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Secured Obligations or any part thereof or any security therefor;

(h) any failure to give Grantor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Grantor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by Grantor, or

(i) any defense that may now or hereafter be available to Grantor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Secured Obligations or any part thereof or of any Loan Document.

**Section 26** No Setoff. Grantor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Grantor under this Agreement against any claim or right of Grantor against Agent or any Lender and (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement.

**Section 27** JURY TRIAL WAIVER. GRANTOR, AGENT AND LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND GRANTOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER



INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG GRANTOR, AGENT AND LENDERS, OR ANY OF THEM.

[Remainder of page intentionally omitted.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first mentioned above.

**DOWN-LITE INTERNATIONAL, INC.**

By: 

Name: Joshua Werthaiser

Title: Chief Financial Officer

**U.S. BANK NATIONAL ASSOCIATION**

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

Name: Ari Kaplan

Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first mentioned above.


**DOWN-LITE INTERNATIONAL, INC.**

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

Name: Joshua Werthaiser

Title: Chief Financial Officer

**U.S. BANK NATIONAL ASSOCIATION**

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

Name: Ari Kaplan

Title: Senior Vice President



SCHEDULE B  
Trademark Licenses

Licensing Agreements with:

- a. Sealy – entered into in 2012, amended in 2014
- b. Tommy Bahama – renewed in 2010
- c. Eddie Bauer – entered into in 2009
- d. Trump – entered into in 2012
- e. Primaloft – renewed in 2013
- f. Pendleton – entered into in 2014

KTBH: 4846-6614-3520, v. 1