

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perfect Fit Industries, LLC		03/31/2015	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	38505 Woodward Avenue
Internal Address:	Suite 1300
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	as Illinois banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	86384681	MAGIC LOFT CLOUD
Serial Number:	86415432	BEDSACK BED CLOTHING SINCE 1932
Serial Number:	86242483	PFI BEARING ELECTRONICALLY TESTED
Registration Number:	4618407	ULTRASOFT
Serial Number:	85937822	ULTRASOFT
Registration Number:	4507130	INVISIWIRE
Registration Number:	4426150	MEMORYAIRE
Registration Number:	4173256	DIAMOND LOFT
Registration Number:	4388573	CLEAN & FRESH
Registration Number:	4342937	WELLREST
Registration Number:	4077676	ALWAYS FRESH
Registration Number:	3339382	TAILOR FIT
Registration Number:	4050076	CLEAN & FRESH
Registration Number:	3729970	LATEX SPRINGS
Registration Number:	3703533	ULTRASOFT
Registration Number:	4335159	CLEAN & FRESH
Registration Number:	3898247	REPELZ
Registration Number:	3789880	MAGIC LOFT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3738354	LUXURY LOFT
Registration Number:	3729500	OODLES
Registration Number:	3702816	GREEN FIT
Registration Number:	3758471	HELPING THE PLANET . . . ONE PILLOW AT A
Registration Number:	3730194	ECO-FYBER
Registration Number:	3864798	ULTRASOFT
Registration Number:	2887027	BEDSACK BED CLOTHING SINCE 1932
Registration Number:	3265450	CALIFORNIA FEATHER & DOWN
Registration Number:	2844108	THE WORLD'S SAFEST HEATED MATTRESS PAD
Registration Number:	2872361	SAFE & WARM
Registration Number:	2713432	DOWNAIRE
Registration Number:	2737902	SLUMBER SOFT
Registration Number:	2239835	DOWNAIRE
Registration Number:	2064158	WELLREST
Registration Number:	2632164	SOFT HEAT
Registration Number:	2138972	ALLERFFREE
Registration Number:	2269303	PURE SLEEP
Registration Number:	2030614	PILLOWBED
Registration Number:	1941630	PERFECT FIT
Registration Number:	1851967	FITTED PLUS
Registration Number:	1784860	VELVET NIGHTS
Registration Number:	2001279	PFI
Registration Number:	1390835	SAFE AND WARM
Registration Number:	1378147	PERFECT COMFORT
Registration Number:	1394053	ULTRA PUFF
Registration Number:	1310123	BEDWRAP
Registration Number:	1309069	CRIB SACK
Registration Number:	1313508	BEDSACK
Registration Number:	1404961	PERFECT FIT
Registration Number:	1247692	PERFECT PUFF
Registration Number:	1065331	PILLOW SACK
Registration Number:	1046416	MATTRESS SACK
Registration Number:	1046409	BEDSACK

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 734-930-0121

Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	03/31/2015

Total Attachments: 8

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 31, 2015, between the undersigned (the "Debtor") and The PrivateBank and Trust Company ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 31, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among PFI Holdings, LLC, Perfect Fit Industries, LLC, Perfect Fit Yarn, LLC and PFI Real Estate Holdings, LLC ("Borrowers") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower; and

B. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark

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registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement as security for the discharge and performance of the Obligations. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

PERFECT FIT INDUSTRIES, LLC

By: 

Name: Marc Schechter

Its: President and Chief Executive Officer

SECURED PARTY:

THE PRIVATEBANK AND TRUST
COMPANY

By: _____

Its: _____

(Signature Page to Trademark Supplement --
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

PERFECT FIT INDUSTRIES, LLC

By: _____

Its: _____

SECURED PARTY:

THE PRIVATEBANK AND TRUST
COMPANY

By:  _____
Mark Ossman

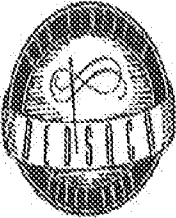
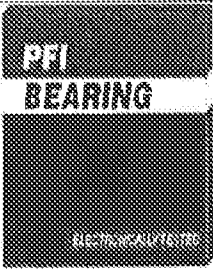
Its: Managing Director

(Signature Page to Trademark Supplement --
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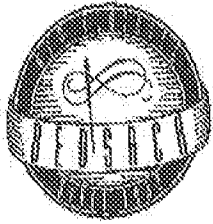

SCHEDULE 1.1


TRADEMARK COLLATERAL




U.S. TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MAGIC LOFT CLOUD	86/384681	9/3/14	n/a	n/a
	86/415432	10/6/14	n/a	n/a
	86/242483	4/4/14	n/a	n/a
ULTRASOFT	85/982649	5/21/13	4,618,407	10/7/14
ULTRASOFT	85/937822	5/21/13	n/a	n/a
INVISIWIRE	85/804962	12/18/12	4,507,130	4/1/14
MEMORYAIRE	85/545999	2/17/12	4,426,150	10/29/13
DIAMOND LOFT	85/525295	1/25/12	4,173,256	7/10/12
CLEAN & FRESH	85/324949	5/19/11	4,388,573	8/20/13
WELLREST	85/104032	8/10/10	4,342,937	5/28/13
ALWAYS FRESH	85/022699	4/26/10	4,077,676	12/27/11

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Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TAILOR FIT	78/751891	11/11/05	3,339,382	11/20/07
CLEAN & FRESH	77/982535	3/1/10	4,050,076	11/1/11
LATEX SPRINGS	77/978154	10/9/08	3,729,970	12/22/09
ULTRASOFT	77/977910	8/6/07	3,703,533	10/27/09
CLEAN & FRESH	77/947342	3/1/10	4,335,159	5/14/13
REPELZ	77/938615	2/18/10	3,898,247	12/28/10
MAGIC LOFT	77/830699	9/21/09	3,789,880	5/18/10
LUXURY LOFT	77/637615	12/22/08	3,738,354	1/12/10
OODLES	77/558604	8/29/08	3,729,500	12/22/09
GREEN FIT	77/510963	6/30/08	3,702,816	10/27/09
HELPING THE PLANET... ONE PILLOW AT A TIME.	77/510940	6/30/08	3,758,471	3/9/10
ECO-FYBER	77/461545	4/30/08	3,730,194	12/22/09
ULTRASOFT	77/248250	8/6/07	3,864,798	10/19/10
	76/363016	1/25/02	2,887,027	9/21/04
	76/532144	7/14/03	3,265,450	7/17/07

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
THE WORLD'S SAFEST HEATED MATTRESS PAD	76/489738	2/13/03	2,844,108	5/18/04
SAFE & WARM	76/470457	11/27/02	2,872,361	8/10/04
DOWNAIRE	76/435127	7/29/02	2,713,432	5/6/03
SLUMBER SOFT	76/219667	3/5/01	2,737,902	7/15/03
DOWNAIRE	75/978018	5/23/97	2,239,835	4/13/99
WELLREST	75/975947	4/11/94	2,064,158	5/20/97
SOFT HEAT	75/670344	3/30/99	2,632,164	10/8/02
ALLERFREE	75/254594	3/10/97	2,138,972	2/24/98
PURE SLEEP	74/685025	6/6/95	2,269,303	8/10/99
PILLOWBED	74/528878	5/24/94	2,030,614	1/14/97
PERFECT FIT	74/487251	2/7/94	1,941,630	12/12/95
FITTED PLUS	74/355172	2/3/93	1,851,967	8/30/94
VELVET NIGHTS	74/212986	10/15/91	1,784,860	7/27/93
	74/729582	9/15/95	2,001,279	9/17/96
SAFE AND WARM	73/555183	8/23/85	1,390,835	4/22/86
PERFECT COMFORT	73/540733	5/31/85	1,378,147	1/14/86
ULTRA PUFF	73/478195	4/30/84	1,394,053	5/20/86

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	73/466277	2/17/84	1,310,123	12/18/84
	73/465586	2/13/84	1,309,069	12/11/84
	73/465522	2/13/84	1,313,508	1/8/85
PERFECT FIT	73/383372	9/2/82	1,404,961	8/12/86
PERFECT PUFF	73/244540	12/31/79	1,247,692	8/9/83
PILLOW SACK	73/089983	6/10/76	1,065,331	5/10/77
MATTRESS SACK	73/075395	1/26/76	1,046,416	8/17/76
BEDSACK	73/071381	12/10/75	1,046,409	8/17/76