

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Komar Layering, LLC	FORMERLY OBBI, LLC	06/17/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	786469	LORRAINE	
Registration Number:	2121879	WARM N' SILKY	
Registration Number:	2702896	WARM & CUDDL	
Registration Number:	2828244	CLIMATESMART	
Registration Number:	3868042	SMART LAYER	
Registration Number:	3917826	CHILL CHASERS	
Registration Number:	3938793	CLIMATESMART	
Registration Number:	3016078	WARM ESSENTIALS	
Registration Number:	3163320	CHILL CHASERS	
Registration Number:	3644975	COMFORTECH	
Registration Number:	4226335	LIVE IN LAYERS	
Registration Number:	4151218	CUDDL BY CUDDL DUDS	
Registration Number:	4151220	CUDDL SLEEPWEAR BY CUDDL DUDS	
Registration Number:	4236429	CUDDL DUDS	
Registration Number:	4626081	SLEEP ESSENTIALS	
Registration Number:	4704965	CLIMATE CORE	
Registration Number:	4713621	CLIMATE FLEX	
Registration Number:	4713622	PRO EXTREME	

OP \$465.00 786469

CORRESPONDENCE DATA**Fax Number:** 2122621215*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:** 212-237-1007**Email:** mdiscenza@windelsmarx.com**Correspondent Name:** Michael A. Discenza**Address Line 1:** 156 West 56th Street**Address Line 4:** New York, NEW YORK 10019

NAME OF SUBMITTER:	Michael A. Discenza
---------------------------	---------------------

SIGNATURE:	/Michael A. Discenza/
-------------------	-----------------------

DATE SIGNED:	07/06/2015
---------------------	------------

Total Attachments: 5

source=komar#page1.tif

source=komar#page2.tif

source=komar#page3.tif

source=komar#page4.tif

source=komar#page5.tif

COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

COPYRIGHT AND TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2015, by KOMAR LAYERING, LLC (f/k/a OBBI, LLC) ("Grantor"), in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 17, 2015 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CHARLES KOMAR & SONS, INC., the Guarantors and other Credit Parties thereto, the Lenders referred to therein, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Credit Agreement pursuant to which they have guaranteed the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to an Amended and Restated Pledge and Security Agreement, dated as of June 17, 2015, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Copyright and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Issuing Lender and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Copyright and Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of

the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Copyright and Trademark Collateral"):

(a) all of its Copyrights to which it is a party, referred to on Schedule I hereto;

(b) all extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright.

and

(d) all of its Trademarks to which it is a party, referred to on Schedule I hereto;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 1. Security Agreement

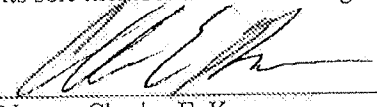
The security interest granted pursuant to this Copyright and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES TO BE PROVIDED SEPARATELY]

[SIGNATURE PAGE TO KOMAR LAYERING COPYRIGHT AND TRADEMARK SECURITY AGREEMENT]

KOMAR LAYERING, LLC
(f/k/a OBBI, LLC), as Grantor

BY: CHARLES KOMAR & SONS, INC.,
its sole member and sole manager

BY: 
Name: Charles E. Komar
Title: President/Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: David Michaels
Title: Senior Vice President

[SIGNATURE PAGE TO KOMAR LAYERING COPYRIGHT AND TRADEMARK SECURITY AGREEMENT]

KOMAR LAYERING, LLC
(f/k/a OBBI, LLC), as Grantor

BY: CHARLES KOMAR & SONS, INC.,
its sole member and sole manager

BY: _____
Name: Charles E. Komar
Title: President/Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: David Michaels
Title: Senior Vice President

SCHEDULE I

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Word Mark</u>
85250956	4151218	CUDDL BY CUDDL DUDS
85250991	4151220	CUDDL SLEEPWEAR BY CUDDL DUDS
75895876	2702896	WARM & CUDDL
85479426	4236429	CUDDL DUDS
64030/2013	659315	CUDDL DUDS (Switzerland)
012333563	01233563	CUDDL DUDS (European Community)
2013145116	274924	CUDDL DUDS (Norway)
72196186	786469	LORRAINE
75255972	2121879	WARM N' SILKY
76217046	2828244	CLIMATESMART
78188694	3016078	WARM ESSENTIALS
78194313	3163320	CHILL CHASERS
78713790	3644975	COMFORTECH
77575399	3868042	SMART LAYER
77839449	3917826	CHILL CHASERS
77895729	3938793	CLIMATESMART
85196894	4226335	LIVE IN LAYERS
86060408	4626081	SLEEP ESSENTIALS
86149589	4704965	CLIMATE CORE
86149601	4713621	CLIMATE FLEX
86149636	4713622	PRO EXTREME