

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLLANDER SLEEP PRODUCTS, LLC		10/21/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5587384	BREATHEWELL	
Registration Number:	5492445	BREATHEWELL	
Registration Number:	5449759	COMFORT-FORME	
Registration Number:	5336781	ECO-SMART	
Registration Number:	5371395	FLEXO-TECH	
Registration Number:	5508825	GRAPH-X	
Registration Number:	5508824	GRAPH-X	
Registration Number:	5530920	GREAT SLEEP	
Registration Number:	5281490	HOLLANDER SLEEP PRODUCTS	
Registration Number:	5498091	HYDRAFRESH	
Registration Number:	5587383	HYDROGEL	
Registration Number:	5716014	I AM	
Registration Number:	5448763	LC	
Registration Number:	5443535	LIVE COMFORTABLY	
Serial Number:	87509017	NEVERFLAT	
Registration Number:	5590861		
Registration Number:	5590860		
Registration Number:	5590859		
TRADEMARK			

OP \$565.00 5587384

Property Type	Number	Word Mark
Registration Number:	5317377	RESPONSIBLE LUXURY
Registration Number:	5578548	SLEEP FOR SUCCESS!
Registration Number:	5241684	SLEEP SAFE
Registration Number:	5266349	THE BEAST

CORRESPONDENCE DATA

Fax Number: 3128637806
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: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.394
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	04/18/2019

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of October, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 21, 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 ("HHFH"), HOLLANDER SLEEP PRODUCTS, LLC, a Delaware limited liability company ("HSP"), HOLLANDER SLEEP PRODUCTS KENTUCKY, LLC, a Delaware limited liability company ("HSPK" and, together with HHFH and HSP, "US Borrowers" and each a "US Borrower"), HOLLANDER SLEEP PRODUCTS CANADA LIMITED, a Canadian federal corporation ("Canadian Borrower," together with US Borrowers, "Borrowers" and each a "Borrower"), 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 Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of October 21, 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 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, 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 and each Grantor (other than Parent) reaffirms its prior grant and pledge to Agent pursuant to the Existing Guaranty and Security Agreement), for the benefit of each member of the Lender Group and each of the Bank Product Providers, 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 United 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 and the Bank Product Providers, 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.

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.

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).

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.

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.

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

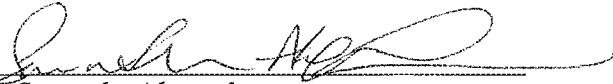
Location: _____

6501 Congress Avenue, Suite 300
Boca Raton, Florida, 33487

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 

Name: Samantha Alexander

Title: Director

Location: 2450 Colorado Avenue, Suite 3000 West
Santa Monica, California 90404

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations:

Trademark	Database	Registration Number	Registration Date	Owner
THE ULTIMATE LUXURY (DESIGN)	United States	4433031	11/12/2013	Hollander Sleep Products, LLC
ADJUSTAFIL	United States	4154421	6/5/2012	Hollander Sleep Products, LLC
ADJUSTAFIL	United States	4150494	5/29/2012	Hollander Sleep Products, LLC
BED GLOVE	United States	1870583	12/27/1994	Hollander Sleep Products, LLC
BED SAVER	United States	2551016	3/19/2002	Hollander Sleep Products, LLC
BIG SHOT	United States	4175570	6/17/2012	Hollander Sleep Products, LLC
BIG SHOT	United States	2687366	2/11/2003	Hollander Sleep Products, LLC
BOOMERANG	United States	2613680	9/3/2002	Hollander Sleep Products, LLC
BOUNCE	United States	3905068	1/11/2011	Hollander Sleep Products, LLC
BOUNCE	United States	2177549	7/28/1998	Hollander Sleep Products, LLC
BREATHE CLEAN & CLEAR	United States	3658038	7/21/2009	Hollander Sleep Products, LLC
BREATHE WELL	United States	2492969	9/25/2001	Hollander Sleep Products, LLC
BREATHECLEAR	United States	3850396	9/21/2010	Hollander Sleep Products, LLC
BREATHWELL	United States	3534521	11/18/2008	Hollander Sleep Products, LLC
CLUSTER PUFF	United States	2899498	11/2/2004	Hollander Sleep Products, LLC
COMFORT QUARTERS	United States	2853613	6/15/2004	Hollander Sleep Products, LLC
COMFORT WRAP	United States	3584780	3/3/2009	Hollander Sleep Products, LLC
CUDDLE ROLL	United States	2375118	8/8/2000	Hollander Sleep Products, LLC
CUDDLEBED	United States	4455249	12/24/2013	Hollander Sleep Products, LLC
CUDDLEBED	United States	4052079	11/8/2011	Hollander Sleep Products, LLC
CUSTOM SHAPES	United States	2013651	11/5/1996	Hollander Sleep Products, LLC

Trademark	Database	Registration Number	Registration Date	Owner
DOUBLE SUPPORT	United States	2818380	2/24/2004	Hollander Sleep Products, LLC
DOWN CRADLE	United States	3986256	6/28/2011	Hollander Sleep Products, LLC
DREAMLOFT	United States	4067713	12/6/2011	Hollander Sleep Products, LLC
DREAMLOFT	United States	3477576	7/29/2008	Hollander Sleep Products, LLC
DREAMSCAPE	United States	2158623	5/19/1998	Hollander Sleep Products, LLC
DREAMSCAPE	United States	3663632	8/4/2009	Hollander Sleep Products, LLC
DREAMY NIGHTS	United States	2795796	12/16/2003	Hollander Sleep Products, LLC
EARTH ESSENTIALS	United States	3923294	2/22/2011	Hollander Sleep Products, LLC
ECO-SMART	United States	3768834	3/30/2010	Hollander Sleep Products, LLC
ECO-SMART	United States	3548393	12/16/2008	Hollander Sleep Products, LLC
ECO-SMART	United States	3538930	11/25/2008	Hollander Sleep Products, LLC
EXPAND A GRIP	United States	1649144	6/25/1991	Hollander Sleep Products, LLC
EXPAND A GRIP & DESIGN	United States	3794644	5/25/2010	Hollander Sleep Products, LLC
EXPAND-A-GRIP SUPREME FITS EX"	United States	3059576	2/14/2006	Hollander Sleep Products, LLC
FLEXOTECH	United States	4042793	10/18/2011	Hollander Sleep Products, LLC
FOREVER FIT	United States	4478885	2/4/2014	Hollander Sleep Products, LLC
GREAT SLEEP	United States	3083471	4/18/2006	Hollander Sleep Products, LLC
GREAT SLEEP	United States	2301602	12/21/1999	Hollander Sleep Products, LLC
GREATFIT	United States	4359455	6/25/2013	Hollander Sleep Products, LLC
GUARD GRIP	United States	1961037	3/5/1996	Hollander Sleep Products, LLC
H and Design	United States	4012643	8/16/2011	Hollander Sleep Products, LLC
HEALTHY HOME	United States	3771544	4/6/2010	Hollander Sleep Products, LLC
HEALTHY HOME	United States	4335138	5/14/2013	Hollander Sleep Products, LLC
HOLIDAY AT HOME	United States	3874602	11/9/2010	Hollander Sleep Products, LLC

Trademark	Database	Registration Number	Registration Date	Owner
HOLLANDER	United States	1781457	7/13/1993	Hollander Sleep Products, LLC
HUGE	United States	2322531	2/22/2000	Hollander Sleep Products, LLC
HUGE	United States	2926375	2/15/2005	Hollander Sleep Products, LLC
HUGS THE MATTRESS INSTEAD OF Y	United States	2084964	7/29/1997	Hollander Sleep Products, LLC
LC BOOT LOGO	United States	4433022	11/12/2013	Hollander Sleep Products, LLC
LITE-LOFT	United States	4458890	12/31/2013	Hollander Sleep Products, LLC
LIVE COMFORTABLY	United States	2751427	8/12/2003	Hollander Sleep Products, LLC
LIVE COMFORTABLY	United States	4448232	12/10/2013	Hollander Sleep Products, LLC
LOFT LOGIC	United States	3931844	3/15/2011	Hollander Sleep Products, LLC
LOFT LOGIC	United States	3931845	3/15/2011	Hollander Sleep Products, LLC
LUX-LOFT	United States	4471153	1/21/2014	Hollander Sleep Products, LLC
MATTRESS MAKEOVER	United States	3086561	4/25/2006	Hollander Sleep Products, LLC
MEDI-CORE	United States	2145212	3/17/1998	Hollander Sleep Products, LLC
MEGA	United States	2834611	4/20/2004	Hollander Sleep Products, LLC
MICRO CLUSTER	United States	2285747	10/12/1999	Hollander Sleep Products, LLC
MICRO-BARRIER	United States	3561843	1/13/2009	Hollander Sleep Products, LLC
MICRODOWN	United States	2116608	11/25/1997	Hollander Sleep Products, LLC
MICROGUARD	United States	2221909	2/2/1999	Hollander Sleep Products, LLC
MINI	United States	2974910	7/19/2005	Hollander Sleep Products, LLC
NEVER FLAT	United States	3107498	6/20/2006	Hollander Sleep Products, LLC
OPULENCE SUPREME	United States	2070373	6/10/1997	Hollander Sleep Products, LLC
ORTHOPOSTURE	United States	4218107	10/2/2012	Hollander Sleep Products, LLC
PEACHY	United States	2489420	9/11/2001	Hollander Sleep Products, LLC
PERFECT REST	United States	4547877	6/10/2014	Hollander Sleep Products, LLC

Trademark	Database	Registration Number	Registration Date	Owner
PERFECT SUPPORT	United States	2005391	10/1/1996	Hollander Sleep Products, LLC
POWERLOFT	United States	3929229	3/8/2011	Hollander Sleep Products, LLC
POWERLOFT	United States	3929231	3/8/2011	Hollander Sleep Products, LLC
POWERLOFT	United States	3929232	3/8/2011	Hollander Sleep Products, LLC
REPLENISH	United States	4264927	12/25/2012	Hollander Sleep Products, LLC
REPLENISH	United States	4264928	12/25/2012	Hollander Sleep Products, LLC
R-TECH	United States	4060884	11/22/2011	Hollander Sleep Products, LLC
SENSE SMART FOAM	United States	3128010	8/8/2006	Hollander Sleep Products, LLC
SENSESMARTFOAM	United States	3204477	1/30/2007	Hollander Sleep Products, LLC
SLEEPSATIONS	United States	4272674	1/8/2013	Hollander Sleep Products, LLC
SLEEPSATIONS	United States	3232306	4/24/2007	Hollander Sleep Products, LLC
SLEEPSATIONS	United States	2004976	10/1/1996	Hollander Sleep Products, LLC
SMART FOAM	United States	2364063	7/4/2000	Hollander Sleep Products, LLC
SMARTFLEX	United States	4143506	5/15/2012	Hollander Sleep Products, LLC
SMARTFLEX	United States	4265005	12/25/2012	Hollander Sleep Products, LLC
SMOOTH GRIP	United States	3761840	3/16/2010	Hollander Sleep Products, LLC
SMOOTH GRIP & DESIGN	United States	3791297	5/18/2010	Hollander Sleep Products, LLC
SPRING LOFT	United States	3926502	3/1/2011	Hollander Sleep Products, LLC
SPRINGLOFT	United States	4125850	4/10/2012	Hollander Sleep Products, LLC
SUPER SUPPORT	United States	4344316	5/28/2013	Hollander Sleep Products, LLC
SUPERSIDE	United States	2984220	8/9/2005	Hollander Sleep Products, LLC
THE JUMBO	United States	2932133	3/8/2005	Hollander Sleep Products, LLC
THIS YEAR	United States	4411408	10/1/2013	Hollander Sleep Products, LLC
TRI-LOFT	United States	4335240	5/14/2013	Hollander Sleep Products, LLC

Trademark	Database	Registration Number	Registration Date	Owner
TRILOGY	United States	2007760	10/15/1996	Hollander Sleep Products, LLC
UNE VIE DOUILLETTE	United States	2851928	6/8/2004	Hollander Sleep Products, LLC
WONDER LOFT	United States	2362736	6/27/2000	Hollander Sleep Products, LLC
SNEEZE EASE	United States	3402832	3/25/2008	Hollander Sleep Products, LLC
FUSE-A-FORM	United States	3432076	5/20/2008	Hollander Sleep Products, LLC
YOUR SILENT FIREFIGHTER	United States	3427506	5/13/2008	Hollander Sleep Products, LLC
FIRE DEFENDER	United States	3528022	11/4/2008	Hollander Sleep Products, LLC
SLEEP 360	United States	3369383	1/15/2008	Hollander Sleep Products, LLC
NATURAL ELEMENTS	United States	3464397	7/8/2008	Hollander Sleep Products, LLC
EZ TRAVEL	United States	3438243	5/27/2008	Hollander Sleep Products, LLC
NATURE'S LOFT	United States	3359662	12/25/2007	Hollander Sleep Products, LLC
RUST GUY SAY GOODBYE TO RUST and Design	United States	3391844	3/4/2008	Hollander Sleep Products, LLC
VELVET DREAMER	United States	3389764	2/26/2008	Hollander Sleep Products, LLC
BOOMERANG	United States	1829440	4/5/1994	Hollander Sleep Products, LLC
HOLLANDER HOME FASHIONS	United States	1327027	3/26/1985	Hollander Sleep Products, LLC
PERFECT-FOR-FOAM	United States	4569844	7/15/2014	Hollander Sleep Products, LLC
WAKE UP! AND LIVE	United States	4564473	7/8/2014	Hollander Sleep Products, LLC
CLEAR FRESH	United States	4652260	12/09/14	Hollander Sleep Products, LLC
CRYSTALLINE	United States	4694537	03/03/15	Hollander Sleep Products, LLC
PERFECT-FOR-FOAM	United States	4569844	07/15/14	Hollander Sleep Products, LLC
SUPRACELL	United States	4698518	03/10/15	Hollander Sleep Products, LLC
WAKE UP! AND LIVE	United States	4564473	07/08/14	Hollander Sleep Products, LLC
TRIPLE COMFORT	United States	5187072	04/18/17	Hollander Sleep Products, LLC
BREATHWELL PILLOW	United States	4999040	07/12/16	Hollander Sleep

Trademark	Database	Registration Number	Registration Date	Owner
				Products, LLC
A WORLD OF COMFORT	United States	4988090	06/28/16	Hollander Sleep Products, LLC
LIVE COMFORTABLY	United States	4988089	06/28/16	Hollander Sleep Products, LLC
LC	United States	4988088	06/28/16	Hollander Sleep Products, LLC
FLEXIBLE COMFORT	United States	4987328	06/28/16	Hollander Sleep Products, LLC
CUDDLEFOAM	United States	4974488	06/07/16	Hollander Sleep Products, LLC
SIMPLE COMFORT	United States	4960759	05/17/16	Hollander Sleep Products, LLC
BREATHE-COOL	United States	4960744	05/17/16	Hollander Sleep Products, LLC
CLEARFRESH	United States	4919075	03/15/16	Hollander Sleep Products, LLC
EVERLASTING LOFT	United States	4893314	01/26/16	Hollander Sleep Products, LLC
PURE SENSATION	United States	4833337	10/13/15	Hollander Sleep Products, LLC
DREAM-LOFT	United States	4863911	12/01/15	Hollander Sleep Products, LLC
DOUBLE SUPPORT	United States	4822764	09/29/15	Hollander Sleep Products, LLC
ULTIMATE FIT	United States	4787723	08/04/15	Hollander Sleep Products, LLC
ARCTIC FRESH	United States	4782838	07/28/15	Hollander Sleep Products, LLC
BREATHEMESH	United States	4755370	06/16/15	Hollander Sleep Products, LLC
INFINITY	United States	4664910	12/30/14	Hollander Sleep Products, LLC
US SMART	United States	4657174	12/16/14	Hollander Sleep Products, LLC
US SMART	United States	4657173	12/16/13	Hollander Sleep Products, LLC
SMART GRIP	United States	4660112	12/23/14	Hollander Sleep Products, LLC
LIVE ACTIVE	United States	4656553	12/16/14	Hollander Sleep Products, LLC
LIVE NOW!	United States	4656552	12/16/14	Hollander Sleep Products, LLC
GEN	United States	4656551	12/16/14	Hollander Sleep Products, LLC
I AM	United States	2786754	11/25/03	Hollander Sleep Products, LLC

US Trademark Applications:

Trademark	Database	Registration Number	Registration Date	Owner
HYDROGEL	United States	87308746	01/20/2017	Hollander Sleep Products, LLC

Canadian Trademark Registrations:

Trademark	Country Database	Registration Number	Registration Date	Owner
A.H.F.	Canada	TMA758656	2/2/2010	Hollander Sleep Products, LLC
ADJUSTAFIL	Canada	TMA710196	3/26/2008	Hollander Sleep Products, LLC
AHF & DESIGN	Canada	TMA758655	2/2/2010	Hollander Sleep Products, LLC
BABY BLUE	Canada	TMA796525	5/2/2011	Hollander Sleep Products, LLC
BASIC COMFORT	Canada	TMA791232	2/21/2011	Hollander Sleep Products, LLC
BEAR NECESSITIES	Canada	TMA564809	7/17/2002	Hollander Sleep Products, LLC
BED SAVER	Canada	TMA575557	2/12/2003	Hollander Sleep Products, LLC
BEYOND DOWN	Canada	TMA838340	12/12/2012	Hollander Sleep Products, LLC
BIG COMFORT	Canada	TMA757693	1/22/2010	Hollander Sleep Products, LLC
BIG SHOT	Canada	TMA667140	7/7/2006	Hollander Sleep Products, LLC
BIO-BAG	Canada	TMA762644	3/25/2010	Hollander Sleep Products, LLC
BIO-BAG...& DESIGN	Canada	TMA763908	4/12/2010	Hollander Sleep Products, LLC
BIOCRYSTAL	Canada	TMA766718	5/13/2010	Hollander Sleep Products, LLC
BOOMERANG	Canada	TMA578485	3/28/2003	Hollander Sleep Products, LLC
BOUNCE	Canada	TMA598829	1/8/2004	Hollander Sleep Products, LLC
BREATHE WELL	Canada	TMA553109	10/31/2001	Hollander Sleep Products, LLC
BRITE WHALE	Canada	TMA681709	2/15/2007	Hollander Sleep Products, LLC
BUG BLOCK	Canada	TMA817566	2/14/2012	Hollander Sleep Products, LLC
CHOICES	Canada	TMA717727	7/2/2008	Hollander Sleep

Trademark	Country Database	Registration Number	Registration Date	Owner
COLLECTION				Products, LLC
CLEAN COMFORT	Canada	TMA729336	11/24/2008	Hollander Sleep Products, LLC
CLEAN LIVING	Canada	TMA729332	11/24/2008	Hollander Sleep Products, LLC
CLEANLOFT	Canada	TMA729334	11/24/2008	Hollander Sleep Products, LLC
CLUSTER PUFF	Canada	TMA662003	3/31/2006	Hollander Sleep Products, LLC
COMFORT WRAP	Canada	TMA763665	4/8/2010	Hollander Sleep Products, LLC
COMFORTLOFT	Canada	TMA707970	2/21/2008	Hollander Sleep Products, LLC
CONFORT ET RESPECT DE L'ENVIRO	Canada	TMA735,546	3/3/2009	Hollander Sleep Products, LLC
COSMIC DREAMS	Canada	TMA600977	1/29/2004	Hollander Sleep Products, LLC
COTON D'OR	Canada	TMA729330	11/24/2008	Hollander Sleep Products, LLC
COTTON D'OR	Canada	TMA729331	11/24/2008	Hollander Sleep Products, LLC
COUNTESS YORK	Canada	TMA525293	3/20/2000	Hollander Sleep Products, LLC
COUNTESS YORK & Design	Canada	TMA535876	10/26/2000	Hollander Sleep Products, LLC
CREATIONS	Canada	TMA701411	11/22/2007	Hollander Sleep Products, LLC
CUDDLE ROLL	Canada	TMA572252	12/13/2002	Hollander Sleep Products, LLC
DOWN CRADLE	Canada	TMA826867	6/21/2010	Hollander Sleep Products, LLC
DOWN WRAP	Canada	TMA768528	6/2/2010	Hollander Sleep Products, LLC
DREAM CATCHER	Canada	TMA626044	11/19/2004	Hollander Sleep Products, LLC
DREAM FOAM	Canada	TMA639002	5/3/2005	Hollander Sleep Products, LLC
DREAMSCAPE	Canada	TMA537853	11/28/2000	Hollander Sleep Products, LLC
EARTH ESSENTIALS	Canada	TMA762747	3/26/2010	Hollander Sleep Products, LLC
EARTHSWART	Canada	TMA693174	7/31/2007	Hollander Sleep Products, LLC
ECOCOMFORT	Canada	TMA729339	11/24/2008	Hollander Sleep Products, LLC
EXPAND A GRIP	Canada	TMA402264	9/4/1992	Hollander Sleep Products, LLC

Trademark	Country Database	Registration Number	Registration Date	Owner
EXPAND A GRIP & DESIGN	Canada	TMA822446	4/18/2012	Hollander Sleep Products, LLC
FIBRELOGIC	Canada	TMA673164	9/22/2006	Hollander Sleep Products, LLC
FIBRELOGIC	Canada	TMA671536	8/29/2006	Hollander Sleep Products, LLC
FREEFORM	Canada	TMA589539	9/11/2003	Hollander Sleep Products, LLC
GREAT SLEEP	Canada	TMA831859	9/12/2012	Hollander Sleep Products, LLC
GREAT WHITE	Canada	TMA681268	2/7/2007	Hollander Sleep Products, LLC
H DESIGN (Design)	Canada	TMA531712	8/24/2000	Hollander Sleep Products, LLC
HEALTHY HOME	Canada	TMA494096	5/7/1998	Hollander Sleep Products, LLC
HEALTHY LIVING	Canada	TMA785748	12/22/2010	Hollander Sleep Products, LLC
HOLLANDER	Canada	TMA531515	8/21/2000	Hollander Sleep Products, LLC
HOLLANDER HOME FASHIONS	Canada	TMA322219	12/26/1986	Hollander Sleep Products, LLC
HUGE	Canada	TMA854631	7/5/2013	Hollander Sleep Products, LLC
INTELLALOFT	Canada	TMA710195	3/26/2008	Hollander Sleep Products, LLC
LBC	Canada	TMA797668	5/16/2011	Hollander Sleep Products, LLC
LBC CANADA	Canada	TMA797667	5/16/2011	Hollander Sleep Products, LLC
LET SLEEP SURROUND YOU	Canada	TMA691448	7/6/2007	Hollander Sleep Products, LLC
L'IL GUPPY	Canada	TMA628771	12/20/2004	Hollander Sleep Products, LLC
LIVE COMFORTABLY	Canada	TMA620,784	9/28/2004	Hollander Sleep Products, LLC
MATTRESS MAKEOVER	Canada	TMA703778	12/21/2007	Hollander Sleep Products, LLC
MICROSHIELD	Canada	TMA547920	7/10/2001	Hollander Sleep Products, LLC
MIRACLE DREAMS	Canada	TMA742935	7/2/2009	Hollander Sleep Products, LLC
MODERN HOME	Canada	TMA729329	11/24/2008	Hollander Sleep Products, LLC
NATURAL ELEMENTS	Canada	TMA755671	12/18/2009	Hollander Sleep Products, LLC
NATURE'S LOFT	Canada	TMA692858	7/27/2007	Hollander Sleep Products, LLC

Trademark	Country Database	Registration Number	Registration Date	Owner
NEVER FLAT	Canada	TMA669,135	8/2/2006	Hollander Sleep Products, LLC
OXFORD STRIPE	Canada	TMA715693	6/3/2008	Hollander Sleep Products, LLC
PILLOW PAL	Canada	TMA578631	3/31/2003	Hollander Sleep Products, LLC
PLUSH TOUCH	Canada	TMA690989	6/27/2007	Hollander Sleep Products, LLC
POWERLOFT	Canada	TMA598840	1/8/2004	Hollander Sleep Products, LLC
PÜR COMFORT	Canada	TMA839518	1/8/2013	Hollander Sleep Products, LLC
PÜR SUPPORT	Canada	TMA839517	1/8/2013	Hollander Sleep Products, LLC
PÜR VALUE	Canada	TMA844892	2/27/2013	Hollander Sleep Products, LLC
PURELOFT	Canada	TMA688686	5/31/2007	Hollander Sleep Products, LLC
QUEST	Canada	TMA815264	1/10/2012	Hollander Sleep Products, LLC
QUILTESSENTIAL	Canada	TMA578413	3/27/2003	Hollander Sleep Products, LLC
ROAR	Canada	TMA628753	12/20/2004	Hollander Sleep Products, LLC
SENSALOFT	Canada	TMA729328	11/24/2008	Hollander Sleep Products, LLC
SENSALUX	Canada	TMA710194	3/26/2008	Hollander Sleep Products, LLC
SIMPLE COMFORT	Canada	TMA693163	7/31/2007	Hollander Sleep Products, LLC
SIMPLY	Canada	TMA514327	8/11/1999	Hollander Sleep Products, LLC
SIMPLY HOME	Canada	TMA566139	8/21/2002	Hollander Sleep Products, LLC
SIMPLY WHITE	Canada	TMA634698	3/9/2005	Hollander Sleep Products, LLC
SLEEP 360	Canada	TMA694994	8/29/2007	Hollander Sleep Products, LLC
SLEEP 365	Canada	TMA691387	7/5/2007	Hollander Sleep Products, LLC
SLEEP CLASSICS	Canada	TMA773119	7/28/2010	Hollander Sleep Products, LLC
SLEEP CONCEPTS	Canada	TMA556740	1/22/2002	Hollander Sleep Products, LLC
SLEEP PACK	Canada	TMA589627	9/12/2003	Hollander Sleep Products, LLC
SLEEP SUPPORT SYSTEM	Canada	TMA565033	7/22/2002	Hollander Sleep Products, LLC

Trademark	Country Database	Registration Number	Registration Date	Owner
SLEEPSATIONS	Canada	TMA812456	11/23/2011	Hollander Sleep Products, LLC
SLEEPSATIONS	Canada	TMA793831	3/25/2011	Hollander Sleep Products, LLC
SMART FIBRE	Canada	TMA740173	5/14/2009	Hollander Sleep Products, LLC
SMARTFLEX	Canada	TMA878219	5/20/2014	Hollander Sleep Products, LLC
SMOOTH GRIP	Canada	TMA822189	4/16/2012	Hollander Sleep Products, LLC
SMOOTH GRIP & DESIGN	Canada	TMA822445	4/18/2012	Hollander Sleep Products, LLC
SOLUTIONS	Canada	TMA609509	5/6/2004	Hollander Sleep Products, LLC
STUDENT CHOICE	Canada	TMA729335	11/24/2008	Hollander Sleep Products, LLC
STUDENT EDITIONS	Canada	TMA729333	11/24/2008	Hollander Sleep Products, LLC
SUPERSIDE	Canada	TMA641078	6/1/2005	Hollander Sleep Products, LLC
SUPERSIDE	Canada	TMA834458	10/17/2012	Hollander Sleep Products, LLC
SWEET SLUMBER	Canada	TMA693687	8/8/2007	Hollander Sleep Products, LLC
TERRAMORA	Canada	TMA710197	3/26/2008	Hollander Sleep Products, LLC
THE BLUE WHALE	Canada	TMA807902	9/28/2011	Hollander Sleep Products, LLC
THE BLUE WHALE	Canada	TMA498787	8/17/1998	Hollander Sleep Products, LLC
THE GREAT WHITE	Canada	TMA540895	2/7/2001	Hollander Sleep Products, LLC
THERA FOAM	Canada	TMA570130	11/1/2002	Hollander Sleep Products, LLC
TOP SHIELD	Canada	TMA781429	11/2/2010	Hollander Sleep Products, LLC
UNE VIE DOUILLETTE	Canada	TMA638,406	4/27/2005	Hollander Sleep Products, LLC
VERTICAL FIBRE	Canada	TMA696464	9/13/2007	Hollander Sleep Products, LLC
VERTICAL FIBRE...& DESIGN	Canada	TMA696298	9/12/2007	Hollander Sleep Products, LLC
VERY SPECIAL OVERNIGHT PILLOW	Canada	TMA658196	2/7/2006	Hollander Sleep Products, LLC
VSOP	Canada	TMA655371	12/16/2005	Hollander Sleep Products, LLC
WARMTH SEAL	Canada	TMA553044	10/29/2001	Hollander Sleep

Trademark	Country Database	Registration Number	Registration Date	Owner
				Products, LLC
WE DON'T SLEEP WELL UNTIL YOU DO	Canada	TMA556215	1/10/2002	Hollander Sleep Products, LLC
WHISPERS	Canada	TMA601510	2/5/2004	Hollander Sleep Products, LLC
WONDER LOFT	Canada	TMA652782	11/16/2005	Hollander Sleep Products, LLC
WONDERLOFT (STYLIZED)	Canada	TMA653117	11/22/2005	Hollander Sleep Products, LLC

Canadian Trademark Applications:

Trademark	Database	Application Number	Application Date	Owner
...THE ULTIMATE LUXURY (Design)	Canada	1547225	10/11/2011	Hollander Sleep Products, LLC
ARCTIC FRESH	Canada	1498171	10/1/2010	Hollander Sleep Products, LLC
BIG WASH	Canada	1561522	1/26/2012	Hollander Sleep Products, LLC
BOUNCE BACK	Canada	1682111	6/20/2014	Hollander Sleep Products, LLC
BREATHE-COOL	Canada	1672011	4/9/2014	Hollander Sleep Products, LLC
CANADA SMART	Canada	1637354	7/30/2013	Hollander Sleep Products, LLC
CANADA SMART LOGO	Canada	1655188	12/6/2013	Hollander Sleep Products, LLC
CLEAR FRESH	Canada	1534918	7/8/2011	Hollander Sleep Products, LLC
DOUBLE SUPPORT	Canada	1463365	12/18/2009	Hollander Sleep Products, LLC
DREAMLOFT	Canada	1655827	12/11/2013	Hollander Sleep Products, LLC
FLEXIBLE COMFORT	Canada	1573953	4/18/2012	Hollander Sleep Products, LLC
FOREVER FIT	Canada	1655830	12/11/2013	Hollander Sleep Products, LLC
FRESH ESSENTIALS	Canada	1534913	7/8/2011	Hollander Sleep Products, LLC
GEN (Stylized)	Canada	1547226	10/11/2011	Hollander Sleep Products, LLC
GREATFIT	Canada	1655828	12/11/2013	Hollander Sleep Products, LLC
LC BOOT LOGO	Canada	1545110	9/26/2011	Hollander Sleep Products, LLC

LITE-LOFT	Canada	1655829	12/11/2013	Hollander Sleep Products, LLC
LIVE ACTIVE	Canada	1547220	10/11/2011	Hollander Sleep Products, LLC
LIVE CARING	Canada	1547221	10/11/2011	Hollander Sleep Products, LLC
LIVE COMFORTABLY	Canada	1545102	9/26/2011	Hollander Sleep Products, LLC
LIVE CONSCIOUSLY	Canada	1677864	5/21/2014	Hollander Sleep Products, LLC
LIVE NOW	Canada	1547219	10/11/2011	Hollander Sleep Products, LLC
LUX-LOFT	Canada	1665911	2/28/2014	Hollander Sleep Products, LLC
PERFECT SUPPORT	Canada	1495090	9/8/2010	Hollander Sleep Products, LLC
REPLENISH	Canada	1481853	5/20/2010	Hollander Sleep Products, LLC
SHAPE SOLUTIONS	Canada	1500126	10/18/2010	Hollander Sleep Products, LLC
SILKSATION	Canada	1594792	9/19/2012	Hollander Sleep Products, LLC
STUDY HARD SLEEP SOFT	Canada	1561521	1/26/2012	Hollander Sleep Products, LLC
SUPRACOOOL	Canada	1/672,007	4/9/2014	Hollander Sleep Products, LLC
TRAVELPACK	Canada	1672389	4/11/2014	Hollander Sleep Products, LLC

**SUPPLEMENT TO
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER
BREATHWELL	87525646	5587384	10/16/18	Hollander Sleep Products, LLC
BREATHWELL	86420197	5492445	06/12/18	Hollander Sleep Products, LLC
COMFORT-FORME	87357944	5449759	04/17/18	Hollander Sleep Products, LLC
ECO-SMART	87203501	5336781	11/14/17	Hollander Sleep Products, LLC
FLEXO-TECH	87249386	5371395	01/02/18	Hollander Sleep Products, LLC
GRAPH-X	86428704	5508825	07/03/18	Hollander Sleep Products, LLC
GRAPH-X	86428660	5508824	07/03/18	Hollander Sleep Products, LLC
GREAT SLEEP	87203471	5530920	07/31/18	Hollander Sleep Products, LLC
HOLLANDER SLEEP PRODUCTS	86060516	5281490	09/05/17	Hollander Sleep Products, LLC
HYDRAFRESH	86481949	5498091	06/19/18	Hollander Sleep Products, LLC
HYDROGEL	87525570	5587383	10/16/18	Hollander Sleep Products, LLC
I AM	87176737	5716014	04/02/19	Hollander Sleep Products, LLC
LC	86348011	5448763	04/17/18	Hollander Sleep Products, LLC
LIVE COMFORTABLY	86348023	5443535	04/17/18	Hollander Sleep Products, LLC
NEVERFLAT	87509017	NA	NA	Hollander Sleep Products, LLC
None (Design only)	87203489	5590861	10/23/18	Hollander Sleep Products, LLC
None (Design only)	87203462	5590860	10/23/18	Hollander Sleep Products, LLC
None (Design only)	87203456	5590859	10/23/18	Hollander Sleep Products, LLC
RESPONSIBLE LUXURY	86272989	5317377	10/24/17	Hollander Sleep Products, LLC
SLEEP FOR SUCCESS!	87662690	5578548	10/09/18	Hollander Sleep Products, LLC
SLEEP SAFE	85631966	5241684	07/11/17	Hollander Sleep Products, LLC
THE BEAST	86452246	5266349	08/15/17	Hollander Sleep Products, LLC