FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-13-2000

101548520

11-21-00

RECORDATION FORM COVER S
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [ ] New
- [x] Resubmission (Non-Recordation) Document ID # 101396416
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 06 06 2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 06 06 2000

Name: Pacific Coast Feather Company

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Washington

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. Bank National Association

DBA/AKA/TA:

Composed of:

Address (line 1): 1420 Fifth Avenue

Address (line 2): 11 th Floor

Address (line 3): Seattle (City) WA (State/Country) 98101 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [x] Association

[x] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (206) 628-7677

Name Peter J. Mucklestone

Address (line 1) Davis Wright Tremaine

Address (line 2) 2600 Century Square

Address (line 3) 1501 Fourth Avenue

Address (line 4) Seattle, WA 98101

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
See Attached					

Number of Properties

Enter the total number of properties involved. # 91

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 2290

Method of Payment: Enclosed ☐ Deposit Account ☐

Check for 2715 already submitted

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter J. Mucklestone	Peter J. Mucklestone	November 20, 2000
Name of Person Signing	Signature	Date Signed

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE	OWNER
BEYOND COMFORT	2014240	11-5-96	PACIFIC COAST FEATHER COMPANY
BIG Z	2270499	8-17-99	PACIFIC COAST FEATHER COMPANY
CHILDREN'S BEDTIME PILLOW	2262691	7-20-99	PACIFIC COAST FEATHER COMPANY
CHILDREN'S HEALTH PILLOW	2322562	2-22-00	PACIFIC COAST FEATHER COMPANY
COMFORT CENTRAL	1882267	3-7-95	PACIFIC COAST FEATHER COMPANY
COMFORT CORE	75257132	3-14-97	PACIFIC COAST FEATHER COMPANY
COMFORT LOCK	1998955	9-10-96	PACIFIC COAST FEATHER COMPANY
COMFORTER CUSHION	75387374	11-10-97	PACIFIC COAST FEATHER COMPANY
COMFORTHOLD	75379990	10-27-97	PACIFIC COAST FEATHER COMPANY
COMFORTING MOMENTS	2072170	6-17-97	PACIFIC COAST FEATHER COMPANY
COMFORTLITE	2103708	10-7-97	PACIFIC COAST FEATHER COMPANY
CONFORMANCE	1505987	9-27-88	PACIFIC COAST FEATHER COMPANY
CONTINUUM	2259391	7-6-99	PACIFIC COAST FEATHER COMPANY
CROWN OF DOWN	1946007	1-2-96	PACIFIC COAST FEATHER COMPANY
DEMI VELOUR	1564544	11-7-89	PACIFIC COAST FEATHER COMPANY
DOUBLESTUFF	75637883	2-8-99	PACIFIC COAST FEATHER COMPANY
DOWN AROUND	1292323	8-28-84	PACIFIC COAST FEATHER COMPANY
DOWN EMBRACE	2244632	5-11-99	PACIFIC COAST FEATHER COMPANY
DOWN ON TOP	1946008	1-2-96	PACIFIC COAST FEATHER COMPANY
DOWN SIDE UP	1565992	11-14-89	PACIFIC COAST FEATHER COMPANY
DOWN SURROUND	1949403	1-16-96	PACIFIC COAST FEATHER COMPANY
DOWN WRAP	76052619	5-22-00	PACIFIC COAST FEATHER COMPANY
DOWNLOCK	2095513	9-9-97	PACIFIC COAST FEATHER COMPANY
DOWNTIGHT	75635957	2-8-99	PACIFIC COAST FEATHER COMPANY
DOWNWORKS	75818364	10-12-99	PACIFIC COAST FEATHER COMPANY
DREAM SENSATIONS	2143264	3-10-98	PACIFIC COAST FEATHER COMPANY

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE	OWNER
DREAMFLUFF	75636636	2-8-99	PACIFIC COAST FEATHER COMPANY
DREAMWORKS	75818365	10-12-99	PACIFIC COAST FEATHER COMPANY
DURAFILL	1473201	1-19-88	PACIFIC COAST FEATHER COMPANY
DURAMAX	75636748	2-8-99	PACIFIC COAST FEATHER COMPANY
EMBRACE	1772376	5-18-93	PACIFIC COAST FEATHER COMPANY
ENCHANTED	75092229	4-22-96	PACIFIC COAST FEATHER COMPANY
EURO REST	75852933	11-17-99	PACIFIC COAST FEATHER COMPANY
EURODOWN	1411336	9-30-86	PACIFIC COAST FEATHER COMPANY
EUROFEATHER	1991863	8-6-96	PACIFIC COAST FEATHER COMPANY
FEATHERBLEND	75391522	11-10-97	PACIFIC COAST FEATHER COMPANY
FEATHERFLO	74078601	7-16-90	PACIFIC COAST FEATHER COMPANY
FEATHERLOCK	2182565	8-18-98	PACIFIC COAST FEATHER COMPANY
FEATHERSOFT	76016034	4-3-00	PACIFIC COAST FEATHER COMPANY
FLANNEL CARESS	1947358	1-9-96	PACIFIC COAST FEATHER COMPANY
FOR YOUR COMFORT... NATURALLY	1842970	7-5-94	PACIFIC COAST FEATHER COMPANY
GRAND EMBRACE	2244631	5-11-99	PACIFIC COAST FEATHER COMPANY
GRANDKID	75454403	3-23-98	PACIFIC COAST FEATHER COMPANY
GUEST COMFORT COLLECTION	75760679	7-26-99	PACIFIC COAST FEATHER COMPANY
HIGH LOFT	1470348	12-29-87	PACIFIC COAST FEATHER COMPANY
HUNK	1747136	1-19-93	PACIFIC COAST FEATHER COMPANY
HYPERCLEAN	2065582	5-27-97	PACIFIC COAST FEATHER COMPANY
HYPERCLEAN	2164915	6-16-98	PACIFIC COAST FEATHER COMPANY
INN COMFORT COLLECTION	2237609	4-6-99	PACIFIC COAST FEATHER COMPANY
LUXURY DRAPE	76052883	5-22-00	PACIFIC COAST FEATHER COMPANY
MICROFEATHER	75769424	8-5-99	PACIFIC COAST FEATHER COMPANY
MICROFIBER CLUSTERS	75495408	6-3-98`	PACIFIC COAST FEATHER COMPANY

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE	OWNER
MICROFIL	1932149	10-31-95	PACIFIC COAST FEATHER COMPANY
NATURAL CHAMBERS	2065340	5-27-97	PACIFIC COAST FEATHER COMPANY
NATURAL PLEASURES	1927083	10-17-95	PACIFIC COAST FEATHER COMPANY
NATURE'S TOUCH	2155078	5-5-98	PACIFIC COAST FEATHER COMPANY
OPTAFIL	1717102	9-15-92	PACIFIC COAST FEATHER COMPANY
OUR CHOICE PILLOW	75070413	3-11-96	PACIFIC COAST FEATHER COMPANY
OUR FAVORITE PILLOW	75070414	3-11-96	PACIFIC COAST FEATHER COMPANY
OUR PREFERRED PILLOW	75069802	3-11-96	PACIFIC COAST FEATHER COMPANY
OUR RECOMMENDED PILLOW	75069803	3-11-96	PACIFIC COAST FEATHER COMPANY
PACIFIC COAST	1949211	1-16-96	PACIFIC COAST FEATHER COMPANY
PACIFIC COAST FEATHER CO. SINCE 1884 AND DESIGN	1997118	8-27-96	PACIFIC COAST FEATHER COMPANY
PCF SUPERFLUFF	75636637	2-8-99	PACIFIC COAST FEATHER COMPANY
PILLOWWORKS	75636647	2-8-99	PACIFIC COAST FEATHER COMPANY
POLYFIBER COILS	75494639	6-1-98	PACIFIC COAST FEATHER COMPANY
POPPERS	76015356	4-3-00	PACIFIC COAST FEATHER COMPANY
POWER FILL	2072070	6-17-97	PACIFIC COAST FEATHER COMPANY
PRESIDENT'S CHOICE	75444337	3-4-98	PACIFIC COAST FEATHER COMPANY
QUICK SHIP	75397899	12-1-97	PACIFIC COAST FEATHER COMPANY
RADIANCE	1928681	10-17-95	PACIFIC COAST FEATHER COMPANY
RESTSAFE	2143268	3-10-98	PACIFIC COAST FEATHER COMPANY
ROYALOFT	2184291	8-25-98	PACIFIC COAST FEATHER COMPANY
SIMPLE SNAP	76016032	4-3-00	PACIFIC COAST FEATHER COMPANY
SLEEPRIGHT	75640170	2-10-99	PACIFIC COAST FEATHER COMPANY
SLEEPSAFE	2145218	3-17-98	PACIFIC COAST FEATHER COMPANY
SMART WEAVE	75636747	2-8-99	PACIFIC COAST FEATHER COMPANY
SMOOTHFIT	76015622	4-3-00	PACIFIC COAST FEATHER COMPANY

TRADEMARK	APP. OR REG. NUMBER	APP. OR REG. DATE	OWNER
SNUGFIT	76016556	4-3-00	PACIFIC COAST FEATHER COMPANY
SOFT SIDE UP	1829858	4-5-94	PACIFIC COAST FEATHER COMPANY
STAYFIT	76016031	4-3-00	PACIFIC COAST FEATHER COMPANY
SYMMETRY	1690212	6-2-92	PACIFIC COAST FEATHER COMPANY
TEMPRALOFT	2169787	6-30-98	PACIFIC COAST FEATHER COMPANY
THE NATURAL HEALTH PILLOW	2012470	10-29-96	PACIFIC COAST FEATHER COMPANY
THE UNCRUSHABLE PILLOW	2322111	2-22-00	PACIFIC COAST FEATHER COMPANY
THREESTAR	2190536	9-22-98	PACIFIC COAST FEATHER COMPANY
TRUE HOLD	76040376	5-4-00	PACIFIC COAST FEATHER COMPANY
TRUEWEAVE	76015611	4-30-00	PACIFIC COAST FEATHER COMPANY
ULTRA VELOUR	1904437	7-11-95	PACIFIC COAST FEATHER COMPANY
UTOPIA	2213236	12-22-98	PACIFIC COAST FEATHER COMPANY
VALUEFILL	1470700	12-29-87	PACIFIC COAST FEATHER COMPANY

AGREEMENT REGARDING
SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made effective as of June 6, 2000, by and between PACIFIC COAST FEATHER COMPANY, a Washington corporation, whose address is 1964 Fourth Avenue South, Seattle, WA 98134 ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (hereinafter, in such capacity, together with any successors or assigns in such capacity, the "Secured Party") for the benefit the Banks as defined in the Credit Agreement described below.

RECITALS

A. Borrower, Secured Party, and U.S. Bank National Association, Bank of America, N.A., National Bank of Canada, and Wells Fargo Bank, National Association have entered into a Credit Agreement and related documents dated June 6, 2000, whereby Banks have agreed to make certain loans to Borrower under certain terms and conditions. (Hereinafter the Credit Agreement and all related documents evidencing the loans and security agreements between Borrower, Secured Party and the Banks are referred to as the "Loan Documents.")

B. Pursuant to the terms of the Loan Documents, Borrower has agreed to grant Secured Party a lien and security interest on the Collateral as defined below.

C. Secured Party desires to have Secured Party's lien and security interest in the Collateral confirmed by recording this document in the United States Patent and Trademark Office ("PTO"), as appropriate.

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower, and to secure the obligations owing under the Loan Documents, Borrower collaterally assigns and grants to Secured Party a lien and security interest in:

1.1 All of Borrower's right, title and interest in and to all copyrights, proprietary information, trade secrets, patents, patent applications, trademarks, service marks, trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the letters patents, trademark and

service mark registrations listed in Exhibit A attached hereto and all renewals thereof and any future letters patents and trademark and service mark registrations and renewals thereof (the "Patents and Trademark Registrations"); (b) the patent applications and trademark registration applications listed in Exhibit A and any Patents and Trademark Registrations that may be issued on any of those applications and any future Patents and Trademark Registration applications, to the full extent allowable by law (the "Patents and Trademark Applications"); (c) all future copyright applications and registrations (the "Copyright Registrations"); (d) all future royalties or other fees paid or payments made or owed to Borrower with respect to the Intellectual Property (the "Royalties"); and (e) proceeds of any and all of the foregoing (the Intellectual Property, Patents and Trademark Registrations, Patents and Trademark Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

1.2 All rights, interests, claims and demands that Borrower has or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "Claims") (the Intellectual Property Rights and Claims are referred to collectively as the "Collateral").

2. **BORROWER'S WARRANTY.** Borrower warrants and represents that:

2.1 To the best of Borrower's knowledge, Borrower is the true and lawful exclusive owner of the Intellectual Property Rights, including all rights and interests granted by this Agreement.

2.2 To the best of Borrower's knowledge, the Collateral is valid and enforceable.

2.3 Borrower has full power and authority to execute and deliver this Agreement.

2.4 Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement.

2.5 To the best of Borrower's knowledge, the Intellectual Property Rights and all interests granted in the Collateral are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for licenses entered into in the ordinary course of business.

3. **AFFIRMATIVE COVENANTS.** Borrower further covenants that, until all of the above-described obligations have been satisfied in full, Borrower will:

3.1 Not enter into any agreement(s), including, without limitations, license agreements, which are inconsistent with Borrower's undertakings and covenants under the Loan

Documents or this Agreement or which restrict or impair Secured Party's right to realize upon the security interest granted under this Agreement.

3.2 Take steps reasonable in the exercise of its good business judgment to protect, maintain and enforce the Intellectual Property Rights, and maintain the quality of the goods and services associated with all patents, trademarks, service marks, and trade names at or above the level of quality as of the date of this Agreement.

4. **RESTRICTIONS ON SALE OF FURTHER ENCUMBRANCE.** Borrower agrees not to sell, assign or further encumber Borrower's rights and interests in the Collateral without the prior written consent of Secured Party, except such licenses as Borrower in the exercise of its reasonable business judgment elects to grant; provided such licenses are made at arms length, and if such licenses are made to an affiliate, such licenses shall remain subordinate to the interests of Secured Party as provided in this Agreement.

5. **SECURED PARTY'S RIGHTS ON DEFAULT.** If an event of default shall occur under Loan Documents, Secured Party, as the holder of a security interest under the Washington Uniform Commercial Code as now or hereafter in effect, may take such action as is permitted by law or in equity, in Secured Party's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, Borrower hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in Secured Party's sole discretion, as Borrower's true and lawful attorney-in-fact with the power to endorse Borrower's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Borrower or by Secured Party on Borrower's behalf, necessary for Secured Party or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Borrower hereby ratifies all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Agreement, provided such attorney-in-fact acts in a commercially reasonable manner. This power of attorney shall be irrevocable during the term of the Loan Documents.

6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Credit Agreement and the lapse of any applicable cure period, and at all times thereafter, Secured Party shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies provided elsewhere within the Security Agreement or in any other writing executed by Borrower. Secured Party will give Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed to the last known address of Borrower at least ten (10) Business Days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Secured Party may purchase the Collateral. After deduction for Secured Party's sale related expenses, the residue of any such proceeds of sale shall be applied in satisfaction of the Borrower's obligations in such order of

preference as Secured Party may determine. Any excess, to the extent permitted by law, shall be paid to Borrower, and Borrower shall remain liable for any deficiency. Secured Party shall have the right, but not the obligation, to take all such actions and to do all such things as Secured Party deems reasonably necessary to protect and preserve the Collateral and Secured Party's rights hereunder.

7. **FILING OF DOCUMENTS WITH PTO.** Borrower shall in its reasonable business judgment, at Borrower's own expense, diligently file and prosecute all Patents and Trademark Registrations, and Patents and Trademark Applications relating to the Collateral in the PTO, and shall in its reasonable business judgment pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and, except in its reasonable business judgment, shall not abandon any such Collateral before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Collateral without the prior written consent of Secured Party.

8. **FEES, COSTS AND EXPENSES.** Any and all reasonable fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise reasonably incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Borrower on demand by Secured Party and, until paid, shall be added to the obligations described in the Loan Documents.

9. **SUIT TO ENFORCE COLLATERAL.** Borrower shall provide Secured Party with prompt written notice of any suit to enforce the Collateral. Secured Party may, at Secured Party's option, be joined as a nominal party to the suit if Secured Party shall be satisfied that joinder is necessary and that Secured Party is not thereby incurring any risk of liability by that joinder. Borrower shall promptly, on demand, reimburse and indemnify, defend and hold Secured Party harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Secured Party pursuant to this Section 9 and all other actions and conduct of Borrower with respect to the Intellectual Property Rights during the term of this Agreement.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Borrower fails to comply with any of Borrower's undertakings and covenants under the Loan Documents or this Agreement, Secured Party may, at Secured Party's sole option, do so in Secured Party's name, but at Borrower's expenses. Borrower agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending, enforcing and maintaining the Collateral.

12. **TERMINATION OF SECURED PARTY'S INTEREST IN COLLATERAL.** On full and unconditional satisfaction of all of Borrower's obligations to Secured Party under the Loan Documents, Secured Party shall execute and deliver to Borrower all documents necessary to terminate Secured Party's security interests in the Collateral.

13. **NOT A CONDITIONAL ASSIGNMENT OR PRESENT ASSIGNMENT OF TITLE.** Secured Party and Borrower intend this document to evidence a security interest enforceable against the Collateral as a security interest against the Patents and Trademark Registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q.2d 1098 (TTAB 1996) or a present assignment of title.

14. **RECORDATION OF AGREEMENT.** Borrower hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and/or the Copyright Office, as appropriate. Borrower shall give Secured Party prompt notice upon the filing of all future Patents and Trademark Applications and upon the receipt of all Patents and Trademark Registrations and Copyright Registrations, with sufficient detail to allow recording of this Agreement as to such future applications and registrations. Borrower agrees that such future registrations may be added to the Exhibits hereto to facilitate such recording.

15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Borrower's successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **CONFLICTS.** To the extent the terms and provisions of this Agreement are in direct conflict with the Loan Documents, the terms and provisions of this Agreement shall govern.

18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BORROWER:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation

By: PRESIDENT/CEO
Its: _____

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

_____
By: _____
Its: _____

TRADEMARK
REEL: 002190 FRAME: 0740

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BORROWER:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation

By: _____
Its: _____

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

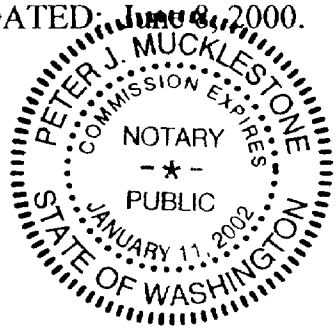
By: CATHRYN S. SCHALKLE
Its: Vice President

TRADEMARK
REEL: 002190 FRAME: 0741

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that ROY A. CLOTHIER, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President/CEO of PACIFIC COAST FEATHER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 8, 2000.

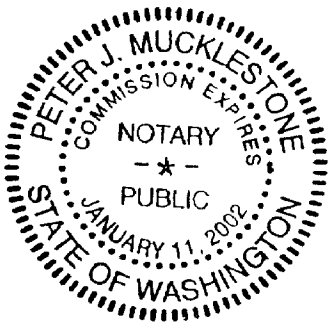


Peter J. Mucklestone
NOTARY PUBLIC in and for the State of Washington
Printed Name: Peter J. Mucklestone
Residing at: Seattle
Commission Expires: January 11, 2002

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that CATHRYN S. SCHALKLE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Vice President of U.S. BANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 6, 2000.



Peter J. Mucklestone
NOTARY PUBLIC in and for the State of Washington
Printed Name: Peter J. Mucklestone
Residing at: Seattle
Commission Expires: January 11, 2002

EXHIBIT A

Patents and Trademark Registrations and Pending Applications
Pacific Coast Feather Company.

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
ALLER-GUARD		75/179,927			20	Abandoned
ALLERGY FREE		76/059,426			22	Abandoned
AN IMPROVED TICK WITH CORDING FOR PILLOWS				2,203,477	N/A	Pay Canadian Patent Maintenance Fee
BARRIER WEAVE		75/258,360			20	Abandoned
BARRIER WEAVE		75/237,584			20	Abandoned
BARRIER WEAVE		75/337,584			24	Abandoned
BARRIER WEAVE		75/258,360			20	Abandoned
BEYOND COMFORT		74/577,708	2,014,240		20	Registered
BIG Z		75/458,046	2,270,499		20	Registration Certificate
BIG Z		75/458,046	2,270,499		20	Registration Certificate
BLUE DUCK		75/513,733			20	Abandoned
CHILDREN'S BEDTIME PILLOW		75/455,371	2,262,691		20	Registration Certificate
CHILDREN'S BEDTIME PILLOW		75/455,371	2,262,691		20	Registration Certificate
CHILDREN'S HEALTH PILLOW		75/455,206	2,322,562		20	Registration Certificate
CHILDREN'S HEALTH PILLOW		75/455,206	2,322,562		20	Registration Certificate
COMFORT CENTRAL		74/481,802	1,882,267		24	Registration – No Certificate in File
COMFORT CORE		75/257,132			20	PTO suspending action
COMFORT LOCK		74/483,254	1,998,955		24	Registered
COMFORTER SHAM		74/497,549			24	Abandoned
COMFORTING MOMENTS		74/586,485	2,072,170		20	Registration Certificate
COMFORTING MOMENTS		74/586,485	2,072,170		20	Registration Certificate
COMFORTLITE		74/494,256	2,103,708		24	Registered
CONTINUUM		75/482,852	2,259,391		22	Registration Certificate
CONTINUUM		75/482,852	2,259,391		22	Registration Certificate
CROWN JEWEL		75/259,325			20	Abandoned
CROWN OF DOWN		74/437,383	1,946,007		20	Registered
DEMI VELOUR		73/679,156	1,564,544		20	Registered

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
DOWN EMBRACE		75/455,209	2,244,632		20	Registration Certificate
DOWN EMBRACE		75/455,209	2,244,632		20	Registration Certificate
DOWN ON TOP		74/437,385	1,946,008		20	Registered
DOWN SIDE UP		73/786,661	1,565,992		20	Registered
DOWN SURROUND		74/437,384	1,949,403		20	Registered
DOWN-AROUND		73/445,911	1,292,323		20	Registered
DOWNLOCK	TMA 511,258	74/576,144	2,095,513		24	Registration Certificate – Canada
DOWNLOCK	TMA 511,258	74/576,144	2,095,513		24	Registration Certificate – Canada
DREAM SENSATIONS		75/081,435	2,143,264		20	Registration Certificate
DREAM SENSATIONS		75/081,435	2,143,264		20	Registration Certificate
DRI-DOWN		75/309,158			22	Abandoned
DRY DOWN		75/304,445			22	Pending
DURAFILL		73/657,595	1,473,201		22	Registered
EMBRACE		74/197,577	1,772,376		20	Registered Section 8 & 15 Acknowledged
EURODOWN		73/546,201	1,411,336		20	Registered
EUROFEATHER	TMA 492,650	74/555,521 782,569	1,991,863		22	Registration Certificate
EUROFEATHER	TMA 492,650	74/555,521 782,569	1,991,863		22	Registration Certificate
EUROFILL		75/383,314			20	Abandoned
EVER-FLUFFY		75/397,287			24	Abandoned
FEATHER TOUCH		75/427,289			20	Abandoned
FEATHERFLO		74/121,924	1,667,658		20	Cancelled – Under Section 8
FEATHERFLO		74/078,601			24	Pending
FEATHERLOCK		74/233,466	2,182,565		20	Registration Certificate
FEATHERLOCK		74/233,466	2,182,565		20	Registration Certificate
FILLED TOPPER AND FEATHERBED COMBINATIONS		08/919,495		6,009,579		Registration Certificate
FILLED TOPPER AND FEATHERBED COMBINATIONS		08/919,495		6,009,579		Registration Certificate
FLANNEL CARESS		74/482,213	1,947,358		20	Registered
FOR YOUR COMFORT...NATURALLY		74/079,078	1,682,997		24	Registered
GRAND EMBRACE		75/455,208	2,244,631		20	Registration Certificate

MARK	FOREIGN NO	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
GRAND EMBRACE		75/455,208	2,244,631		20	Registration Certificate
HEALTHY BY DESIGN		74/678,788			20	Abandoned
HIGH LOFT		73/660,206	1,470,348		3	Registered Section 8 & 15 Acknowledged
HUNK		74/281,877	1,747,136		20	Registered Section 8 & 15 Acknowledged
HYPERCLEAN		74/648,845	2,065,582		20	Registered (Certificate not in file)
HYPERCLEAN (CANADA)	782,570				20	Registered
HYPERCLEAN (POLYESTER FIBER FILLING)		74/494,258	2,164,915		20	Registration Certificate
HYPERCLEAN (POLYESTER FIBER FILLING)		74/494,258	2,164,915		20	Registration Certificate
INN COMFORT COLLECTION		75/304,444	2,237,609		24	Registration Certificate
MAXILOFT		74/482,212			20, 22	Abandoned
MICROFIL		74/465,476	1,932,149		20, 22	Registered
NATURAL CHAMBERS		74/437,695	2,065,340		20	Registration Certificate
NATURAL CHAMBERS		74/437,695	2,065,340		20	Registration Certificate
NATURE'S FOAM		74/262,118			20	Abandoned
NATURAL PLEASURES		74/483,030	1,927,083		20	Registered
NATURE'S TOUCH		74/482,214	2,155,078		20	Registration Certificate
NATURE'S TOUCH		74/482,214	2,155,078		20	Registration Certificate
NORTHERN LIGHTS		75/194,602			20	Abandoned
OPTAFIL		74/660,092	1,717,102		20	Affidavit of Continuing Use Registered Section 8 & 15 Acknowledged
OUR CHOICE PILLOW		75/070,413			20	Abandoned
PACIFIC COAST		1995-91747	4068337		20	Registration in Japan
PACIFIC COAST		74/648,042	1 949.211		20	Registered
PACIFIC COAST		602,000			20	Mexican registration date same as US effective filing date
PACIFIC COAST FEATHER CO. SINCE 1884		75/000,867	1,997,118		24	Registered
PILLOW HAVING MULTIPLE INTERIOR VOLUMES				5,557,815	N/A	Maintenance Fee Needed
POWER FILL		74/450,485	2,072,070		22	Registration Certificate
POWER FILL		74/450,485	2,072,070		22	Registration Certificate
RADIANCE		74/494,257	1,928,681		24	Registered

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
RESTSAFE		75/082,499	2,143,268		20	Registration Certificate
RESTSAFE		75/082,499	2,143,268		20	Registration Certificate
ROYALOFT		75/482,215	2,184,291		20	Registration Certifcate
ROYALOFT		75/482,215	2,184,291		20	Registration Certifcate
SANCTUARY		75/092,230			20	Abandoned
SLEEPSAFE		75/081,435	2,145,218		20	Registration Certificate
SLEEPSAFE		75/081,435	2,145,218		20	Registration Certificate
SOFT#CARES		73/786,207			20	Abandoned
SOFT SIDE UP		74/293,259	1,829,858		20	Registered
SONMUS		75/046,491			20	Abandoned
STARRY NIGHT		74/293,262			20	Abandoned
SUPREMALOFT		74/465,840			20	Abandoned
SYMMETRY		74/182,476	1,690,212		20	Registered Section 8 & 15 Acknowledged
TEMPRALOFT		74/502,102	2,169,787		24	Registration Certificate
TEMPRALOFT		74/502,102	2,169,787		24	Registration Certificate
THE NATURAL HEALTH PILLOW		74/581,482	2,012,470		20	Registered
THE UNCRUSHABLE PILLOW		75/272,945	2,322,111		20	Registration Certificate
THE UNCRUSHABLE PILLOW		75/272,945	2,322,111		20	Registration Certificate
THREESTAR		75/273,169	2,190,536		20 & 24	Registration Certificate
THREESTAR		75/273,169	2,190,536		20 & 24	Registration Certificate
ULTRA VELOUR		74/197,382	1,904,437		20	Registered
UTOPIA		75/092,228	2,213,236		28	Registration Certificate
UTOPIA		75/092,228	2,213,236		28	Registration Certificate
VALUEFILL		73/660,388	1,470,700		22	Registered
SNUGFIT					24	Pending
FEATHERSOFT					24	Pending
SIMPLE SNAP					24	Pending
SMOOTHFIT					24	Pending
TRUWEAVE					24	Pending
POPPERS					24	Pending
EURO REST					24	Pending
DREAMWORKS					24	Pending

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
DOWNWORKS					24	Pending
MICROFEATHER					24	Pending
CUSHION TOPPER					20	Pending
GUEST COMFORT COLLECTION					20	Pending
SLEEPRIGHT					20	Pending
DOUBLE STUFF					24	Pending
DURAMAX					24	Pending
SMART WEAVE					24	Pending
PILLOWWORKS					20	Pending
PCF SUPERFLUFF					24	Pending
DREAMSTUFF					24	Pending
ULTRAFLUFF					24	Pending
DOWNTIGHT					24	Pending
MICROFIBER CLUSTERS					20	Pending, Final Refusal Mailed
POLYFIBER COILS					20	Pending, Final Refusal Mailed
GRANDKID					20	Pending
PRESIDENT'S CHOICE					20	Pending
AVENUE A MEDIA					36	Pending
QUICKSHIP					39	Pending
FEATHERBLEND					20	Pending
COMFORTER CUSHION					20	Pending
COMFORTHOLD					24	Pending
DRY DOWN					22	Pending
ENCHANTED					20	Pending
OUR FAVORITE PILLOW					20	Pending
OUR RECOMMENDED PILLOW					20	Pending
OUR PREFERRED PILLOW					20	Pending
FEATHER FLOW					24	Pending
SNUGFIT		76/016,556			24	Pending
NORTHERN NIGHTS		74/533,933			20	Registered
CONFORMANCE		73/707,078			22	Registered
ULTIMA					20	Abandoned

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS

PATENTS

		Issued Date
COMFORTER HAVING A STITCH PATTERN	D392,497	March 24,1998
COMFORTER HAVING A STITCH PATTERN	D395,187	June 16, 1998
COMFORTER HAVING A STITCH PATTERN	D395,974	July 14, 1998
COMFORTER HAVING A STITCH PATTERN	D397,578	September 1, 1998
RANDOM FLOW DOWN COMFORTER WITH A RESTRICTED BORDER REGION (NOT PCF ASSIGNED)	5,299,333	April 5, 1994
PILLOW HAVING MULTIPLE INTERIOR VOLUMES	5,557,816	September 24, 1996
TICK WITH CORDING FOR PILLOWS	5,678,262	October 21, 1997
FILLED TOPPER AND FEATHERBED COMBINATION	6,009,579	January 4, 2000

PENDING PATENTS

	Application No.	Filing Date
QUILTED-TOP FEATHERBED	09/474,339	December 29,1999
HIGH LOFT COMFORTER	09/474,878	December 29, 1999
QUILTED-TOP FEATHERBED COVER	09/474,879	December 29, 1999
AN IMPROVED TICK WITH CORDING FOR PILLOWS	Canada 2,203,477	April 23,1997
A TICK WITH CORDING FOR PILLOWS	EPC 97302785.7	April 23, 1997

TRADEMARK
REEL: 002190 FRAME: 0748

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

mRD 6-9-00

07-06-2000

101396416

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Pacific Coast Feather Company

Execution Date Month Day Year: 06 06 2000

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: a Washington corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. Bank National Association, a National Banking Association

DBA/AKA/TA:

Composed of:

Address (line 1): 1420 Fifth Avenue

Address (line 2): 11th Floor

Address (line 3): Seattle (City) Washington (State/Country) 98101 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: a National Banking Association

[X] Citizenship/State of Incorporation/Organization: United States of America

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

07/06/2000 DNGUYEN 00000013 75179927

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 2675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (206)628-7677

Name: Peter J. Mucklestone

Address (line 1): Davis Wright Tremaine

Address (line 2): 2600 Century Square

Address (line 3): 1501 Fourth Avenue

Address (line 4): Seattle, Washington 98101

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 17

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
See Attached					See Attached

Number of Properties

Enter the total number of properties involved. # 108

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 2,715.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing	Signature	Date Signed
Peter J. Mucklestone	Peter J. Mucklestone	June 9, 2000

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		

EXHIBIT A

Patents and Trademark Registrations and Pending Applications
Pacific Coast Feather Company.

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
ALLER-GUARD		75/179,927			20	Abandoned
ALLERGY FREE		76/059,426			22	Abandoned
AN IMPROVED TICK WITH CORDING FOR PILLOWS				2,203,477	N/A	Pay Canadian Patent Maintenance Fee
BARRIER WEAVE		75/258,360			20	Abandoned
BARRIER WEAVE		75/237,584			20	Abandoned
BARRIER WEAVE		75/337,584			24	Abandoned
BARRIER WEAVE		75/258,360			20	Abandoned
BEYOND COMFORT		74/577,708	2,014,240		20	Registered
BIG Z		75/458,046	2,270,499		20	Registration Certificate
BIG Z		75/458,046	2,270,499		20	Registration Certificate
BLUE DUCK		75/513,733			20	Abandoned
CHILDREN'S BEDTIME PILLOW		75/455,371	2,262,691		20	Registration Certificate
CHILDREN'S BEDTIME PILLOW		75/455,371	2,262,691		20	Registration Certificate
CHILDREN'S HEALTH PILLOW		75/455,206	2,322,562		20	Registration Certificate
CHILDREN'S HEALTH PILLOW		75/455,206	2,322,562		20	Registration Certificate
COMFORT CENTRAL		74/481,802	1,882,267		24	Registration – No Certificate in File
COMFORT CORE		75/257,132			20	PTO suspending action
COMFORT LOCK		74/483,254	1,998,955		24	Registered
COMFORTER SHAM		74/497,549			24	Abandoned
COMFORTING MOMENTS		74/586,485	2,072,170		20	Registration Certificate
COMFORTING MOMENTS		74/586,485	2,072,170		20	Registration Certificate
COMFORTLITE		74/494,256	2,103,708		24	Registered
CONTINUUM		75/482,852	2,259,391		22	Registration Certificate
CONTINUUM		75/482,852	2,259,391		22	Registration Certificate
CROWN JEWEL		75/259,325			20	Abandoned
CROWN OF DOWN		74/437,383	1,946,007		20	Registered
DEMI VELOUR		73/679,156	1,564,544		20	Registered

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
DOWN EMBRACE		75/455,209	2,244,632		20	Registration Certificate
DOWN EMBRACE		75/455,209	2,244,632		20	Registration Certificate
DOWN ON TOP		74/437,385	1,946,008		20	Registered
DOWN SIDE UP		73/786,661	1,565,992		20	Registered
DOWN SURROUND		74/437,384	1,949,403		20	Registered
DOWN-AROUND		73/445,911	1,292,323		20	Registered
DOWNLOCK	TMA 511,258	74/576,144	2,095,513		24	Registration Certificate – Canada
DOWNLOCK	TMA 511,258	74/576,144	2,095,513		24	Registration Certificate – Canada
DREAM SENSATIONS		75/081,435	2,143,264		20	Registration Certificate
DREAM SENSATIONS		75/081,435	2,143,264		20	Registration Certificate
DRI-DOWN		75/309,158			22	Abandoned
DRY DOWN		75/304,445			22	Abandoned
DURAFILL		73/657,595	1,473,201		22	Registered
EMBRACE		74/197,577	1,772,376		20	Registered Section 8 & 15 Acknowledged
EURODOWN		73/546,201	1,411,336		20	Registered
EUROFEATHER	TMA 492,650	74/555,521 782,569	1,991,863		22	Registration Certificate
EUROFEATHER	TMA 492,650	74/555,521 782,569	1,991,863		22	Registration Certificate
EUROFILL		75/383,314			20	Abandoned
EVER-FLUFFY		75/397,287			24	Abandoned
FEATHER TOUCH		75/427,289			20	Abandoned
FEATHERFLO		74/121,924	1,667,658		20	Cancelled – Under Section 8
FEATHERLOCK		74/233,466	2,182,565		20	Registration Certificate
FEATHERLOCK		74/233,466	2,182,565		20	Registration Certificate
FILLED TOPPER AND FEATHERBED COMBINATIONS		08/919,495		6,009,579		Registration Certificate
FILLED TOPPER AND FEATHERBED COMBINATIONS		08/919,495		6,009,579		Registration Certificate
FLANNEL CARESS		74/482,213	1,947,358		20	Registered
FOR YOUR COMFORT...NATURALLY		74/079,078	1,682,997		24	Registered
GRAND EMBRACE		75/455,208	2,244,631		20	Registration Certificate
GRAND EMBRACE		75/455,208	2,244,631		20	Registration Certificate

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
HEALTHY BY DESIGN		74/678,788			20	Abandoned
HIGH LOFT		73/660,206	1,470,348		3	Registered Section 8 & 15 Acknowledged
HUNK		74/281,877	1,747,136		20	Registered Section 8 & 15 Acknowledged
HYPERCLEAN		74/648,845	2,065,582		20	Registered (Certificate not in file)
HYPERCLEAN (CANADA)	782,570				20	Registered
HYPERCLEAN (POLYESTER FIBER FILLING)		74/494,258	2,164,915		20	Registration Certificate
HYPERCLEAN (POLYESTER FIBER FILLING)		74/494,258	2,164,915		20	Registration Certificate
INN COMFORT COLLECTION		75/304,444	2,237,609		24	Registration Certificate
MAXILOFT		74/482,212			20, 22	Abandoned
MICROFIL		74/465,476	1,932,149		20, 22	Registered
NATURAL CHAMBERS		74/437,695	2,065,340		20	Registration Certificate
NATURAL CHAMBERS		74/437,695	2,065,340		20	Registration Certificate
NATURE'S FOAM		74/262,118			20	Abandoned
NATURAL PLEASURES		74/483,030	1,927,083		20	Registered
NATURE'S TOUCH		74/482,214	2,155,078		20	Registration Certificate
NATURE'S TOUCH		74/482,214	2,155,078		20	Registration Certificate
NORTHERN LIGHTS		75/194,602			20	Abandoned
OPTAFIL		74/080,092	1,717,102		20	Affidavit of Continuing Use Registered Section 8 & 15 Acknowledged
OUR CHOICE PILLOW		75/070,413			20	Abandoned
PACIFIC COAST		1995-91747	4068337		20	Registration in Japan
PACIFIC COAST		74/648,042	1,949,211		20	Registered
PACIFIC COAST		602,000			20	Mexican registration date same as US effective filing date
PACIFIC COAST FEATHER CO. SINCE 1884		75/000,867	1,997,118		24	Registered
PILLOW HAVING MULTIPLE INTERIOR VOLUMES				5,557,815	N/A	Maintenance Fee Needed
POWER FILL		74/450,485	2,072,070		22	Registration Certificate
POWER FILL		74/450,485	2,072,070		22	Registration Certificate
RADIANCE		74/494,257	1,928,681		24	Registered
RESTSAFE		75/082,499	2,143,268		20	Registration Certificate

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
RESTSAFE		75/082,499	2,143,268		20	Registration Certificate
ROYALOFT		75/482,215	2,184,291		20	Registration Certifcate
ROYALOFT		75/482,215	2,184,291		20	Registration Certifcate
SANCTUARY		75/092,230			20	Abandoned
SLEEPSAFE		75/081,435	2,145,218		20	Registration Certificate
SLEEPSAFE		75/081,435	2,145,218		20	Registration Certificate
SOFT#CARES		73/786,207			20	Abandoned
SOFT SIDE UP		74/293,259	1,829,858		20	Registered
SONMUS		75/046,491			20	Abandoned
STARRY NIGHT		74/293,262			20	Abandoned
SUPREMALOFT		74/465,840			20	Abandoned
SYMMETRY		74/182,476	1,690,212		20	Registered Section 8 & 15 Acknowledged
TEMPRALOFT		74/502,102	2,169,787		24	Registration Certificate
TEMPRALOFT		74/502,102	2,169,787		24	Registration Certificate
THE NATURAL HEALTH PILLOW		74/581,482	2,012,470		20	Registered
THE UNCRUSHABLE PILLOW		75/272,945	2,322,111		20	Registration Certificate
THE UNCRUSHABLE PILLOW		75/272,945	2,322,111		20	Registration Certificate
THREESTAR		75/273,169	2,190,536		20 & 24	Registration Certificate
THREESTAR		75/273,169	2,190,536		20 & 24	Registration Certificate
ULTRA VELOUR		74/197,382	1,904,437		20	Registered
UTOPIA		75/092,228	2,213,236		28	Registration Certificate
UTOPIA		75/092,228	2,213,236		28	Registration Certificate
VALUEFILL		73/660,388	1,470,700		22	Registered
POLYFIBER COILS		75/494639			20	Pending, Final Refusal Mailed
DRY DOWN		75/304445			22	Pending
OUR PREFERRED PILLOW		75/069802			20	Pending

PATENTS		Issued Date
COMFORTER HAVING A STITCH PATTERN	D392,497	March 24,1998
COMFORTER HAVING A STITCH PATTERN	D395,187	June 16, 1998

MARK	FOREIGN NO.	SERIAL NO.	REG. NO.	PATENT NO.	INT'L CLASS	STATUS
COMFORTER HAVING A STITCH PATTERN				D395,974		July 14, 1998
COMFORTER HAVING A STITCH PATTERN				D397,578		September 1, 1998
RANDOM FLOW DOWN COMFORTER WITH A RESTRICTED BORDER REGION (NOT PCF ASSIGNED)				5,299,333		April 5, 1994
PILLOW HAVING MULTIPLE INTERIOR VOLUMES				5,557,816		September 24, 1996
TICK WITH CORDING FOR PILLOWS				5,678,262		October 21, 1997
FILLED TOPPER AND FEATHERBED COMBINATION				6,009,579		January 4, 2000

PENDING PATENTS	Application No.	Filing Date
QUILTED-TOP FEATHERBED	09/474,339	December 29,1999
HIGH LOFT COMFORTER	09/474,878	December 29, 1999
QUILTED-TOP FEATHERBED COVER	09/474,879	December 29, 1999
AN IMPROVED TICK WITH CORDING FOR PILLOWS	Canada 2,203,477	April 23,1997
A TICK WITH CORDING FOR PILLOWS	EPC 97302785.7	April 23, 1997

TRADEMARK
REEL: 002190 FRAME: 0756
RECORDED: 11/21/2000