

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the assignor in the security interest previously recorded on Reel 004503 Frame 0864. Assignor(s) hereby confirms the grant of security interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Designs Acquisition Corp.		03/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	230 W. Monroe Street, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85209066	CORE COMFORT TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22761-26 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

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TRADEMARK
 REEL: 004522 FRAME: 0869

Date:

04/15/2011

Total Attachments: 7

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TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Design Acquisitions Corp.		03/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	230 W. Monroe Street, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85209066	CORE COMFORT TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

TRADEMARK

REEL: 004522 FRAME: 0871

ATTORNEY DOCKET NUMBER:	22761-26 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	03/23/2011
Total Attachments: 5 source=Trademark Security Agmt_Sierra#page1.tif source=Trademark Security Agmt_Sierra#page2.tif source=Trademark Security Agmt_Sierra#page3.tif source=Trademark Security Agmt_Sierra#page4.tif source=Trademark Security Agmt_Sierra#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM198333
Receipt Date:	03/23/2011
Fee Amount:	\$40

TRADEMARK

REEL: 004522 FRAME: 0872

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 22, 2011, by SIERRA DESIGNS ACQUISITION CORP., a Delaware corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of July 23, 2009, by and between Grantor, each Obligor party thereto, and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has agreed to grant a security interest in certain collateral to Collateral Agent for the benefit of the holders of Note Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent for the benefit of the holders of Note Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the holders of Note Obligations, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on **Schedule I** hereto, but excluding in the case of any and all of the foregoing, any intent-to-use trademark applications (which such intent-to-use trademark applications shall not be included in the Trademark Collateral until a statement of use is filed with respect thereto);

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of Note Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the 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.

4. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE HOLDERS OF THE PRIORITY OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) UPON THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT, INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO THE CREDIT AGREEMENT AGENT AND THE LENDERS (AS SUCH TERMS ARE DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO OR IN CONNECTION WITH THE CREDIT AGREEMENT, AND (B) THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN AND THEREIN ARE SUBJECT IN ALL RESPECTS TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AND GOVERN.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIERRA DESIGNS ACQUISITION CORP.

me By: Steve Baginski
Name: Steven E. Baginski
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 004522 FRAME: 0875

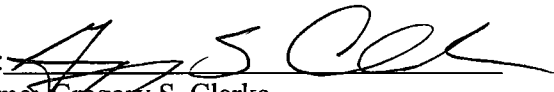
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIERRA DESIGNS ACQUISITION CORP.

By: _____
Name: Steven E. Baginski
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, N.A., as Collateral Agent

By: 
Name: Gregory S. Clarke
Title: Vice President

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 004522 FRAME: 0876

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
CORE COMFORT TECHNOLOGY	Sierra Designs Acquisition Corp.	Pending	[s/n 85/209,066]	[filed 1/3/2011]