

06-25-1999



101078101

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-23-99

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

Submission Type

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

Conveyance Type

- Collateral Assignment of Trademark Licenses
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
06 / 04 / 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Premier Bedding Group, LLC

06 / 04 / 99

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization Connecticut

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) 777 Main Street

Address (line 2)

Address (line 3) Hartford

City

Connecticut / U.S.A.

State/Country

06115

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- National Banking Association
- Other
- Citizenship/State of Incorporation/Organization Headquartered in Massachusetts

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.)

06/24/1999 BNGUYEN 00000117 75418857

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 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. 20501

TRADEMARK

REEL: 001921 FRAME: 0068

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text" value="75-418857"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,296,265"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

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.

Brian C. Baummer, Paralegal
Pepe & Hazard LLP



June 21, 1999

Name of Person Signing

Signature

Date Signed

SECURITY INTEREST AGREEMENT

THIS AGREEMENT is made as of June 4, 1999, between PREMIER BEDDING GROUP, LLC, a Connecticut LIMITED LIABILITY COMPANY having its principal place of business at 20 West Main Street, Ansonia, CT 06401-0525 (the "Company"), and FLEET NATIONAL BANK, having a mailing address at 777 Main Street, Hartford, CT 06115 (the "Lender").

RECITALS

The Company and Lender are parties to certain Loan Agreement dated June 4, 1999, and a certain Agreement of Guaranty dated June 4, 1999 (hereinafter collectively referred to as the "Loan Agreements"), pursuant to which Lender has agreed, subject to the terms and conditions set forth in the Loan Agreement, to make loans to the Company.

The Company has agreed to provide security for the payment and performance to Lender of obligations of the Loan Agreements by pledging licenses of certain patents, trademarks, patent applications/registrations and trademark applications/registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the timely payment and performance of the Loan Agreements, the Company hereby agrees with Lender as follows:

1. To secure the payment and performance of the Loan Agreements, the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon the following property of the Company (the "Collateral"):

- (a) any and all license rights held by the Company in all trademarks and trademark registrations listed on Schedule A attached hereto;
- (b) Any and all license rights held by the Company in all patent and patent applications registrations listed on Schedule A attached hereto.

2. The Company represents and warrants that:

- (a) The Company has the unqualified right to enter into this Agreement and perform its terms;
- (b) To the best of the Company's knowledge, each of the subject Patents and Trademarks listed in Schedule A hereto are valid and enforceable.

3. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement. Licenses entered into with or by the Company in the ordinary course of business, subject to the Security Interest herein, shall not be deemed to violate this paragraph 3.

4. At such time as all of the Loan Agreements shall have been satisfied finally and in full, Lender shall execute and deliver to the Company all releases and other instruments necessary to terminate Lender's security interest in the Collateral. Lender agrees to execute the form of the Release of Lien as attached as Schedule B.

5. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. This Agreement is subject to modification only by a writing signed by the parties.

9. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of

the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

10. This Agreement shall be effective upon acceptance by Lender in the State of Connecticut whereupon the same shall be governed by and construed in accordance with the laws of the State of Connecticut.

11. The Lender may perfect the security interest by recording this document in the United States Patent and Trademark Office, or in the case of foreign patents or trademarks, in the appropriate foreign Patent and Trademark Office. If Lender elects to perfect this security interest in countries outside of the United States, the Lender shall be responsible for expenses in recording this document and in releasing the security interest, except that, if the Company is in default of its obligations under the Loan Agreements, then the Company shall be responsible for expenses incurred in recording this document and in releasing the security interest.

WITNESS the execution hereof under seal as of the day and year first above written.

LIS CORPORATION

FLEET NATIONAL BANK

By: *RFP Mill*
Name: Richard P. Merrill
Title: Secretary

By: *Linda M. Smyth*
Name: Linda M. Smyth
Title: Vice President

STATE OF CONNECTICUT :

COUNTY OF HARTFORD :

SS:

On this June 4, 1999, before me personally came Richard P. Merrill, Secretary of LIS CORPORATION, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

[Signature]
Notary Public

KATHRYN J. SELTZER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2002

STATE OF CONNECTICUT :

COUNTY OF HARTFORD :

SS:

On this June 4, 1999, before me personally came Linda M. Smyth, Vice President of Fleet National Bank, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

[Signature]
Notary Public

KATHRYN J. SELTZER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2002

SCHEDULE A

<u>Trademark</u>	<u>Status</u>	<u>Serial No./ Registration No.</u>
1. BASSETT	Registered	1296265
2. DREAM MAKER	Pending	75-418857

RELEASE OF SECURITY INTEREST

BE IT KNOWN that the undersigned, as an officer of FLEET NATIONAL BANK having a mailing address at 777 Main Street, Hartford, CT 06115 (the "Lender") for its benefit as lender and party to a certain Security Interest Agreement dated _____, (the "Security Agreement") and the presently record holder of a security interest granted by Premier Bedding Group, LLC, a Connecticut limited liability company having its principal place of business at 20 West Main Street, Ansonia, CT 06401-0525 (the "Grantor") pursuant to the Security Agreement for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby fully, completely and without reservation of any kind, discharge, release and relinquish the Grantor, its successors and assigns, from the Security Interest held by the Lender insofar as it relates to all of Lender's right, title and interest in and to the patent and trademark registrations or applications listed on the attached Schedule "A" together with the goodwill associated with the trademarks.

If any term or provision of this Release is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Release shall remain legal, valid and enforceable in such jurisdictions and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Should the Grantor so desire, Lender shall execute a UCC-2 or a UCC-3 Financing Statement Change and/or other such documents as may be appropriate to release the collateral described above.

IN WITNESS WHEREOF, the parties hereby executed this RELEASE OF SECURITY INTEREST as of this ____ day of _____, _____.

FLEET NATIONAL BANK

By: _____

Name: _____

Title: _____

STATE OF CONNECTICUT:

: **ss.**

COUNTY OF

:

On this ____ day of _____, _____, before me personally came _____, Vice President of Fleet National Bank, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

Notary Public