

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACIFIC COAST FEATHER COMPANY		06/09/2017	Corporation: WASHINGTON
PACIFIC COAST FEATHER CUSHION CO.		06/09/2017	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	2450 Colorado Ave, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 182

Property Type	Number	Word Mark
Registration Number:	4856226	ABUNDANCE
Registration Number:	4856184	ABUNDANCE
Registration Number:	4126914	ACCUSTOM
Registration Number:	3999384	AFFIRM
Registration Number:	4625073	ALLERREST
Registration Number:	3320474	ALLERREST FABRIC
Registration Number:	3320475	ALLERREST PROTECTION
Registration Number:	4026525	ALLER-SURE
Registration Number:	3298680	ALLERX
Registration Number:	4842758	ALLUNA
Registration Number:	3923124	BARRIER WEAVE
Registration Number:	4114357	BED ARMOR
Registration Number:	4063722	BEYOND COMFORT
Registration Number:	2014240	BEYOND COMFORT
Registration Number:	3927089	BIG COMFY
Registration Number:	3901745	BIG COZY
Registration Number:	4094155	BIG COZY

OP \$4565.00 4856226

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3901744	BIG HUG
Registration Number:	3999604	BIG SNUGGLE
Registration Number:	2270499	BIG Z
Registration Number:	3846731	BOTANICAL DOWN
Registration Number:	4218093	CANNSTATTER
Registration Number:	3679383	CAPTURE TOP
Registration Number:	3917965	CHAMBERCOMBE
Registration Number:	2262691	CHILDREN'S BEDTIME PILLOW
Registration Number:	1882267	COMFORT CENTRAL
Registration Number:	2792349	COMFORT CHAMBER
Registration Number:	1998955	COMFORT LOCK
Registration Number:	2103708	COMFORTLITE
Registration Number:	4589386	CONFORMANCE
Registration Number:	1505987	CONFORMANCE
Registration Number:	4222894	CORE SLEEP
Registration Number:	4572981	COVER PLUS
Registration Number:	4112565	COZYLOFT
Registration Number:	1946007	CROWN OF DOWN
Registration Number:	4425944	CUDDLELOFT
Registration Number:	4194480	CUDDLESOFT
Registration Number:	3841863	CURVATION
Registration Number:	4576625	DOUBLE STUFF
Registration Number:	2244632	DOWN EMBRACE
Registration Number:	4259027	DOWN ENRAPTURE
Registration Number:	4155486	DOWN LOFT
Registration Number:	1946008	DOWN ON TOP
Registration Number:	1949403	DOWN SURROUND
Registration Number:	2587320	DOWN WRAP
Registration Number:	1292323	DOWNAROUND
Registration Number:	2095513	DOWNLOCK
Registration Number:	4522827	DOWNWORKS
Registration Number:	3870768	DOWNWORKS
Registration Number:	3438417	DREAM SOLUTIONS
Registration Number:	3540297	DUAL ZONE
Registration Number:	4074991	DUALREST
Registration Number:	1473201	DURAFILL
Registration Number:	3665120	ELEMENTA
Registration Number:	3808912	EMBRACE

Property Type	Number	Word Mark
Registration Number:	1772376	EMBRACE
Registration Number:	2569503	ENCOMPASS
Registration Number:	4096625	ENERGY SAVER
Registration Number:	2663759	EURO REST
Registration Number:	2430066	EURO STAR
Registration Number:	1411336	EURODOWN
Registration Number:	2896731	EUROFEATHER
Serial Number:	87277960	EVEN EDGE
Registration Number:	4164690	EVENDREAM
Registration Number:	4091378	EVENDREAM
Registration Number:	4071381	EVENREST
Registration Number:	4194489	EXTREMECLEAN
Registration Number:	4994980	FEATHER BEST
Serial Number:	87330317	FEATHERBLEND
Registration Number:	4060938	FEATHERFLEX
Registration Number:	2499127	FEATHERSOFT
Registration Number:	3671015	FILLED WITH THOUGHT
Registration Number:	4586759	FLAWLESS FIT
Registration Number:	3463907	FLAWLESS FIT
Registration Number:	2558362	FLEXILOFT
Registration Number:	5155793	FLUFFY FOR LIFE
Registration Number:	4438818	FOREVER FIRM
Registration Number:	2692542	FOUR STAR
Registration Number:	2883566	FRESHNESS ASSURED
Registration Number:	2244631	GRAND EMBRACE
Registration Number:	5027679	GRAND LOFT
Registration Number:	5082443	HOMESPUN
Registration Number:	4902512	HUNK
Registration Number:	1747136	HUNK
Serial Number:	87166802	HYDROCOOL
Registration Number:	2065582	HYPERCLEAN
Registration Number:	4029492	IDEAL
Registration Number:	5023076	INFINILOFT
Registration Number:	4564329	INFINILOFT
Registration Number:	1964294	INSULOFT
Registration Number:	1991061	INSULOFT DOWN
Registration Number:	5145463	LOVES TO BE WASHED
Registration Number:	4090256	LUMERA

Property Type	Number	Word Mark
Registration Number:	4369363	LUNALUXE
Registration Number:	3941758	LUXEFILL
Registration Number:	3530379	LUXEGUARD
Registration Number:	4109341	LUXIA
Registration Number:	3925810	LUXURA
Registration Number:	4599592	LYOCELL DOWN
Registration Number:	2747902	MAXILOFT
Registration Number:	3478623	MICROFEATHER
Registration Number:	1932149	MICROFIL
Registration Number:	4803617	MICROMAX
Registration Number:	2952284	NATURAL BALANCE
Registration Number:	4139617	NATURAL SLUMBER
Registration Number:	4150447	NATURAL SLUMBER
Registration Number:	2155078	NATURE'S TOUCH
Registration Number:	4270575	NECKRIGHT
Registration Number:	2551812	NORTHERN STAR DOWN BLANKET
Registration Number:	3738196	NOTION
Registration Number:	4334982	NSP
Registration Number:	1717102	OPTAFIL
Registration Number:	5161606	OPULUXE
Registration Number:	5007654	PACIFIC COAST
Registration Number:	4743698	PACIFIC COAST
Registration Number:	4429909	PACIFIC COAST
Registration Number:	4495425	PACIFIC COAST
Registration Number:	1949211	PACIFIC COAST
Registration Number:	5057088	PACIFIC COAST FEATHER CO SINCE 1884
Registration Number:	1997118	PACIFIC COAST FEATHER CO. SINCE 1884
Serial Number:	86803847	PACIFIC COAST FEATHER COMPANY
Registration Number:	2792723	PACIFIC COAST GRAND
Registration Number:	4721903	PACIFIC PILLOWS
Registration Number:	4905430	PERFORMANCE GRIP
Registration Number:	4594242	PHYSIOFORM
Registration Number:	4135702	PLATINUMEDGE
Registration Number:	2394404	POLYFIBER COILS
Registration Number:	2072070	POWER FILL
Registration Number:	4063779	PRESTIGE
Registration Number:	3406418	PRESTIGE SERIES
Registration Number:	3641199	PROFORMANCE

Property Type	Number	Word Mark
Registration Number:	4905429	PROGUARD
Registration Number:	2531647	PROGUARD
Registration Number:	1928681	RADIANCE
Registration Number:	2752549	RELIAGRIP
Registration Number:	4600145	REMMY
Registration Number:	4049909	RENOVA
Registration Number:	4911903	RESILIA
Registration Number:	4105899	REST FRESH
Registration Number:	2747025	RESTFUL NIGHTS
Registration Number:	2901394	ROYALLOFT
Registration Number:	2184291	ROYALLOFT
Registration Number:	4549360	SECURE WEAVE
Registration Number:	2523708	SECUREFIT
Registration Number:	4632783	SENSACOOOL
Registration Number:	3189146	SIDE-BY-SIDE
Registration Number:	2692543	SIX STAR
Registration Number:	4195182	SLEEP FOR SUCCESS
Registration Number:	2798849	SLUMBER CORE
Registration Number:	4385616	SLUMBER'S ALLURE
Registration Number:	4584846	SLUMBER'S ALLURE
Registration Number:	2944241	SNUG KNIT
Registration Number:	2951135	SOMNUS
Registration Number:	2430069	SOUTHERN STAR
Registration Number:	2430067	STARLIGHT DUVET INSERT
Registration Number:	4175711	STAY FLUFF
Registration Number:	3877872	STAYFLUFF
Registration Number:	4013300	STRATUS
Registration Number:	4063781	STRATUS
Registration Number:	4545331	SUPER FILLED
Registration Number:	4632904	SUPER FIT
Registration Number:	4276011	SUPERFLUFF
Registration Number:	3923874	SUPERGRIP
Registration Number:	4228619	SUPERSHIELD
Registration Number:	2587466	SUREHOLD
Registration Number:	5096349	TERRALLOFT
Registration Number:	3953155	THREE STAR
Registration Number:	3153679	TOUCH OF DOWN
Registration Number:	4251405	TRANQUIL HARMONY

Property Type	Number	Word Mark
Registration Number:	3599036	TRIA
Registration Number:	3716946	TRILLIUM
Registration Number:	2430068	TROPICAL STAR
Registration Number:	4077542	TRUECLEAN
Registration Number:	2620049	TRUEFIT
Registration Number:	2692544	TWO STAR
Registration Number:	4067305	ULTRA ESSENCE
Registration Number:	4163568	ULTRAFLOW
Registration Number:	3294379	UNCRUSHABLE
Registration Number:	1470700	VALUEFILL
Registration Number:	4272374	WHERE HOME IS ON THE WAY
Registration Number:	4915237	WON'T GO FLAT
Registration Number:	4163367	WON'T GO FLAT

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.394

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 06/09/2017

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of June, 2017, by and among the 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 Third Amended and Restated Credit Agreement dated as of the date hereof (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"), **PACIFIC COAST FEATHER COMPANY**, a Washington corporation ("PCF"), **PACIFIC COAST FEATHER CUSHION CO.**, a Washington corporation ("Cushion" and, together with HHFH, HSP, HSPK, PCF and Cushion, "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 Borrowers 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 the 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 the 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 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, attachment or perfection of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registration 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 7(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

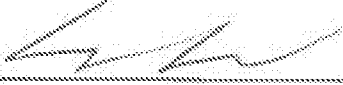
GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

[signature page follows]

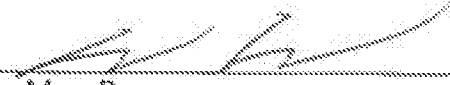
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PACIFIC COAST FEATHER COMPANY,
a Washington corporation

By: 
Name: Marc Buan
Title: Assistant Secretary

PACIFIC COAST FEATHER CUSHION CO.,
a Washington corporation

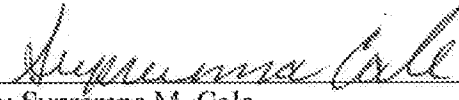
By: 
Name: Marc Buan
Title: Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By:


Name: Supremna M. Cole

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks of Pacific Coast Feather Company

	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
1.	ABUNDANCE	86206712	4856226	11/17/15
2.	ABUNDANCE	86174993	4856184	11/17/15
3.	ACCUSTOM	85334206	4126914	04/10/12
4.	AFFIRM	85032141	3999384	07/19/11
5.	ALLERREST	86269248	4625073	10/21/14
6.	ALLERREST FABRIC	78719829	3320474	10/23/07
7.	ALLERREST PROTECTION	78719835	3320475	10/23/07
8.	ALLER-SURE	77672914	4026525	09/13/11
9.	ALLERX	78260439	3298680	09/25/07
10.	ALLUNA	86464313	4842758	10/27/15
11.	BARRIER WEAVE	85085541	3923124	02/22/11
12.	BED ARMOR	85364720	4114357	03/20/12
13.	BEYOND COMFORT	77650206	4063722	11/29/11
14.	BEYOND COMFORT	74577708	2014240	11/05/96
15.	BIG COMFY	77868219	3927089	03/01/11
16.	BIG COZY	77856380	3901745	01/04/11
17.	BIG COZY	77869628	4094155	01/31/12
18.	BIG HUG	77856353	3901744	01/04/11
19.	BIG SNUGGLE	85077435	3999604	07/19/11
20.	BIG Z	75458046	2270499	08/17/99
21.	BOTANICAL DOWN	77789088	3846731	09/07/10
22.	CANNSTATTER	77650452	4218093	10/02/12
23.	CAPTURE TOP	77675946	3679383	09/08/09
24.	CHAMBERCOMBE	77883217	3917965	02/08/11
25.	CHILDREN'S BEDTIME PILLOW	75455371	2262691	07/20/99
26.	COMFORT CENTRAL	74481802	1882267	03/07/95
27.	COMFORT CHAMBER	76352308	2792349	12/09/13
28.	COMFORT LOCK	74483254	1998955	09/10/96
29.	COMFORTLITE	74494256	2103708	10/07/97
30.	CONFORMANCE	85776213	4589386	08/19/14
31.	CONFORMANCE	73707078	1505987	09/27/88
32.	CORE SLEEP	85365760	4222894	10/09/12
33.	COVER PLUS	85729756	4572981	07/22/14
34.	COZYLOFT	85094664	4112565	03/13/12
35.	CROWN OF DOWN	74437383	1946007	01/02/96
36.	CUDDLELOFT	85307476	4425944	10/29/13
37.	CUDDLESOFT	85514204	4194480	08/21/12
38.	CURVATION	77084983	3841863	08/31/10

	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
39.	DOUBLE STUFF	85780553	4576625	07/29/14
40.	DOWN EMBRACE	75455209	2244632	05/11/99
41.	DOWN ENRAPTURE	85484775	4259027	12/11/12
42.	DOWN LOFT	85299860	4155486	06/05/12
43.	DOWN ON TOP	74437385	1946008	01/02/96
44.	DOWN SURROUND	74437384	1949403	01/16/96
45.	DOWN WRAP	76052619	2587320	07/02/02
46.	DOWNAROUND	73445911	1292323	08/28/84
47.	DOWNLOCK	74576144	2095513	09/09/97
48.	DOWNWORKS	85776239	4522827	04/29/14
49.	DOWNWORKS	77044395	3870768	11/02/10
50.	DREAM SOLUTIONS	78980058	3438417	05/27/08
51.	DUAL ZONE	77489595	3540297	12/02/08
52.	DUALREST	85130281	4074991	12/20/11
53.	DURAFILL	73657595	1473201	01/19/88
54.	ELEMENTA	78778597	3665120	08/04/09
55.	EMBRACE	77448341	3808912	06/29/10
56.	EMBRACE	74197577	1772376	05/18/03
57.	ENCOMPASS	76121955	2569503	05/14/02
58.	ENERGY SAVER	77912721	4096625	02/07/12
59.	EURO REST	75852933	2663759	12/17/02
60.	EURO STAR	76024225	2430066	02/20/01
61.	EURODOWN	73546201	1411336	09/30/86
62.	EUROFEATHER	76514399	2896731	10/26/04
63.	EVEN EDGE	87277960	NA	12/22/16 [File Date]
64.	EVENDREAM	85478793	4164690	06/26/12
65.	EVENDREAM	77753062	4091378	01/24/12
66.	EVENREST	85032125	4071381	12/13/11
67.	EXTREMECLEAN	85514350	4194489	08/21/12
68.	FEATHER BEST	86553361	4994980	07/05/16
69.	FEATHERBLEND	87330317	NA	02/09/17 [File Date]
70.	FEATHERFLEX	85054355	4060938	11/22/11
71.	FEATHERSOFT	76016034	2499127	10/16/01
72.	FILLED WITH THOUGHT	78760650	3671015	08/18/09
73.	FLAWLESS FIT	85776309	4586759	08/19/14
74.	FLAWLESS FIT	77975637	3463907	07/08/08
75.	FLEXILOFT	76151853	2558362	04/09/02
76.	FLUFFY FOR LIFE	87118751	5155793	03/07/17
77.	FOREVER FIRM	85790985	4438818	11/26/13
78.	FOUR STAR	76345671	2692542	03/04/03
79.	FRESHNESS ASSURED	76394171	2883566	09/14/04
80.	GRAND EMBRACE	75455208	2244631	05/11/99
81.	GRAND LOFT	86411802	5027679	08/23/16
82.	HOMESPUN	85673317	5082443	11/15/16

	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
83.	HUNK	86308201	4902512	02/16/16
84.	HUNK	74281877	1747136	01/19/93
85.	HYDROCOOL	87166802	NA	09/09/16 [File Date]
86.	HYPERCLEAN	74648845	2065582	05/27/97
87.	IDEAL	77941722	4029492	09/20/11
88.	INFINILOFT	86346952	5023076	08/16/16
89.	INFINILOFT	86194562	4564329	07/08/14
90.	INSULOFT	74682517	1964294	03/26/96
91.	INSULOFT DOWN	74682516	1991061	08/06/96
92.	LOVES TO BE WASHED	87079290	5145463	02/21/17
93.	LUMERA	85323101	4090256	01/24/12
94.	LUNALUXE	85473959	4369363	07/16/13
95.	LUXEFILL	77912125	3941758	04/05/11
96.	LUXEGUARD	77415386	3530379	11/11/08
97.	LUXIA	77912101	4109341	03/06/12
98.	LUXURA	77138105	3925810	03/01/11
99.	LYOCELL DOWN	85795227	4599592	09/09/14
100.	MAXILOFT	76151535	2747902	08/05/03
101.	MICROFEATHER	76685764	3478623	08/05/08
102.	MICROFIL	74465476	1932149	10/31/95
103.	MICROMAX	86511410	4803617	09/01/15
104.	NATURAL BALANCE	76386744	2952284	05/17/05
105.	NATURAL SLUMBER	85013946	4139617	08/08/12
106.	NATURAL SLUMBER	77631413	4150447	05/29/12
107.	NATURE'S TOUCH	74482214	2155078	05/05/98
108.	NECKRIGHT	85323141	4270575	01/08/13
109.	NORTHERN STAR DOWN BLANKET	76024250	2551812	03/26/02
110.	NOTION	78630881	3738196	01/12/10
111.	NSP	85775084	4334982	05/14/13
112.	OPTAFIL	74080092	1717102	09/15/92
113.	OPULUXE	86498928	5161606	03/14/17
114.	PACIFIC COAST	86847029	5007654	07/26/16
115.	PACIFIC COAST	86442842	4743698	05/26/15
116.	PACIFIC COAST	85770700	4429909	11/05/13
117.	PACIFIC COAST	85626829	4495425	03/11/14
118.	PACIFIC COAST	74648042	1949211	01/16/96
119.	PACIFIC COAST FEATHER CO SINCE 1884	86455279	5057088	10/11/16
120.	PACIFIC COAST FEATHER CO. SINCE 1884	75000867	1997118	08/27/96
121.	PACIFIC COAST FEATHER COMPANY	86803847	NA	10/29/15 [File Date]
122.	PACIFIC COAST GRAND	76975951	2792723	12/09/03
123.	PACIFIC PILLOWS	78696103	4721903	04/21/15

	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
124.	PERFORMANCE GRIP	85776299	4905430	02/23/16
125.	PHYSIOFORM	86014430	4594242	08/26/14
126.	PLATINUMEDGE	77155095	4135702	05/01/12
127.	POLYFIBER COILS	75494639	2394404	10/10/00
128.	POWER FILL	74450485	2072070	06/17/97
129.	PRESTIGE	77755289	4063779	11/29/11
130.	PRESTIGE SERIES	77975189	3406418	04/01/08
131.	PROFORMANCE	78594110	3641199	06/16/09
132.	PROGUARD	85776252	4905429	02/23/16
133.	PROGUARD	76102911	2531647	01/22/02
134.	RADIANCE	74494257	1928681	10/17/95
135.	RELIAGRIP	76455729	2752549	08/19/03
136.	REMMY	86088677	4600145	09/09/14
137.	RENOVA	77922713	4049909	11/01/11
138.	RESILIA	86340140	4911903	03/08/16
139.	REST FRESH	77649496	4105899	02/28/12
140.	RESTFUL NIGHTS	76463983	2747025	11/05/03
141.	ROYALOFT	76556624	2901394	11/09/04
142.	ROYALOFT	74482215	2184291	08/25/98
143.	SECURE WEAVE	85796622	4549360	06/10/14
144.	SECUREFIT	76130775	2523708	12/25/01
145.	SENSACOOOL	85655930	4632783	11/04/14
146.	SIDE-BY-SIDE	78745714	3189146	12/26/06
147.	SIX STAR	76345672	2692543	03/04/03
148.	SLEEP FOR SUCCESS	85109698	4195182	08/21/12
149.	SLUMBER CORE	76410016	2798849	12/23/03
150.	SLUMBER'S ALLURE	85979427	4385616	08/13/13
151.	SLUMBER'S ALLURE	85484782	4584846	08/12/14
152.	SNUG KNIT	76229652	2944241	04/26/05
153.	SOMNUS	76580852	2951135	05/17/05
154.	SOUTHERN STAR	76024251	2430069	02/20/01
155.	STARLIGHT DUVET INSERT	76024226	2430067	02/20/01
156.	STAY FLUFF	85512102	4175711	07/17/12
157.	STAYFLUFF	77814352	3877872	11/16/10
158.	STRATUS	77982052	4013300	08/16/11
159.	STRATUS	77759926	4063781	11/29/11
160.	SUPER FILLED	85785361	4545331	06/03/14
161.	SUPER FIT	85755198	4632904	11/04/14
162.	SUPERFLUFF	77645906	4276011	01/15/13
163.	SUPERGRIP	77826176	3923874	02/22/11
164.	SUPERSHIELD	85323120	4228619	10/23/12
165.	SUREHOLD	76107510	2587466	07/02/02
166.	TERRALOFT	86625201	5096349	12/06/16
167.	THREE STAR	77830207	3953155	05/03/11
168.	TOUCH OF DOWN	78732065	3153679	10/10/06

	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
169.	TRANQUIL HARMONY	85484764	4251405	11/27/12
170.	TRIA	77084967	3599036	03/31/09
171.	TRILLIUM	78594123	3716946	11/24/09
172.	TROPICAL STAR	76024227	2430068	02/20/01
173.	TRUCCLEAN	77913229	4077542	12/27/11
174.	TRUEFIT	76179016	2620049	09/17/02
175.	TWO STAR	76345673	2692544	03/04/03
176.	ULTRA ESSENCE	85351553	4067305	12/06/11
177.	ULTRAFLOW	85355977	4163568	06/26/12
178.	UNCRUSHABLE	76462052	3294379	09/18/07
179.	VALUEFILL	73660388	1470700	12/29/87
180.	WHERE HOME IS ON THE WAY	85663071	4272374	01/08/13
181.	WON'T GO FLAT	86599686	4915237	03/08/16
182.	WON'T GO FLAT	85307645	4163367	06/26/12