

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Pacific Coast Feather Company</td> <td>06/27/2013</td> </tr> <tr> <td>Pacific Coast Feather Cushion Co.</td> <td>06/27/2013</td> </tr> <tr> <td>Pacific Coast Feather Canada Inc.</td> <td>06/27/2013</td> </tr> <tr> <td>Restful Knights, Inc.</td> <td>06/27/2013</td> </tr> <tr> <td>Hanauer Ventures, LLC</td> <td>06/27/2013</td> </tr> </tbody> </table>		Name	Execution Date	Pacific Coast Feather Company	06/27/2013	Pacific Coast Feather Cushion Co.	06/27/2013	Pacific Coast Feather Canada Inc.	06/27/2013	Restful Knights, Inc.	06/27/2013	Hanauer Ventures, LLC	06/27/2013														
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<table border="1"> <tr> <td>Name:</td> <td>General Electric Capital Corporation, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>601 South Figueroa, Suite 3690</td> </tr> <tr> <td>City:</td> <td>Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90017</td> </tr> </table>		Name:	General Electric Capital Corporation, as Agent	Street Address:	601 South Figueroa, Suite 3690	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90017																
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Patent Number:	6910237
Patent Number:	5557816
Patent Number:	7222379
Patent Number:	7562405
Patent Number:	6931682
Patent Number:	7346947
Patent Number:	7467432
Patent Number:	5299333
Patent Number:	7356864
Patent Number:	7874033
Patent Number:	6009579
Patent Number:	8028360
Patent Number:	8205282
Patent Number:	D397578
Patent Number:	D395974
Patent Number:	D395187
Patent Number:	D392497
Patent Number:	5287574
Patent Number:	6745419
Patent Number:	6301730

CORRESPONDENCE DATA

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Email: kalwa@chapman.com

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ATTORNEY DOCKET NUMBER:	7002710
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/29/2013

Total Attachments: 10
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PATENT
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 27, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 27, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

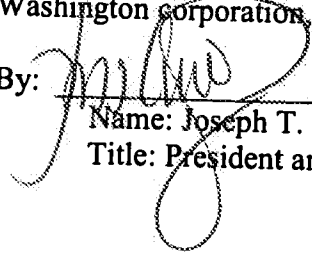
By: 

Name: Robert M. Brichacek
Title: Duly Authorized Signatory

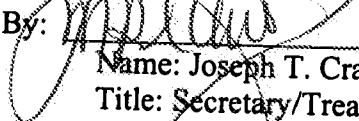
[PATENT SECURITY AGREEMENT]

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

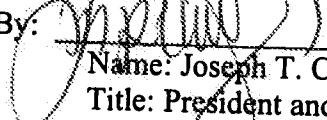
PACIFIC COAST FEATHER COMPANY, a
Washington corporation, as Grantor

By: 
Name: Joseph T. Crawford
Title: President and CEO

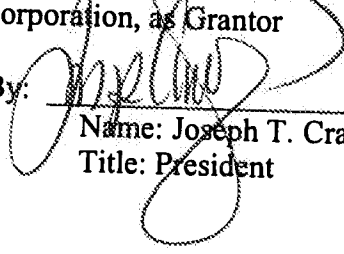
PACIFIC COAST FEATHER CUSHION CO., a
Washington corporation, as Grantor

By: 
Name: Joseph T. Crawford
Title: Secretary/Treasurer

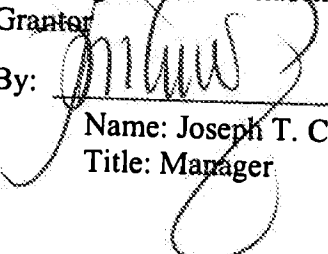
PACIFIC COAST FEATHER CANADA INC., an
Ontario corporation, as Grantor

By: 
Name: Joseph T. Crawford
Title: President and CEO

RESTFUL KNIGHTS, INC., a Nebraska
corporation, as Grantor

By: 
Name: Joseph T. Crawford
Title: President

HANAUER VENTURES, LLC, a
Washington limited liability company, as
Grantor

By: 
Name: Joseph T. Crawford
Title: Manager

[PATENT SECURITY AGREEMENT]

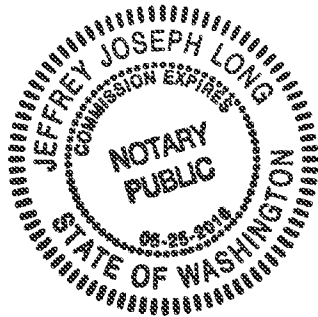
ACKNOWLEDGMENT OF GRANTOR

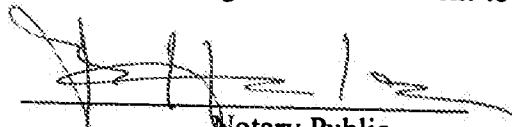
State of Washington)

County of King)

ss.

On this 27th day of June, 2013 before me personally appeared Joseph T. Crawford, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of preceding entities who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

[PATENT SECURITY AGREEMENT]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

I. US Patents or Patent Applications

Publication Number	Assignee	Publication Country	Publication Date	Title	Application Number	Est. Expiration Date
US7467429	Pacific Coast Feather Company (U.S. Bank National Association)	US	12/23/2008	Bedding article with cupped baffles in a plurality of side-by-side channels	US11/673402	2/9/2027
US7080421	Pacific Coast Feather Company (U.S. Bank National Association)	US	7/25/2006	Bedding article with overlaying portions	US11/192602	7/29/2025
US7814623	Pacific Coast Feather Company (U.S. Bank National Association)	US	10/19/2010	Blended fiber containing silver, blended filling containing silver fibers, and method for making same	US12/022435	1/30/2028
US7210178	Pacific Coast Feather Company (U.S. Bank National Association)	US	5/1/2007	Contour pillow with interior baffle walls	US10/935261	9/7/2024
US7647657	Pacific Coast Feather Company (U.S. Bank National Association)	US	1/19/2010	Domed comforter	US11/673165	2/9/2027
US7681268	Pacific Coast Feather Company (U.S. Bank National Association)	US	3/23/2010	Featherbed with hourglass construction	US11/567575	12/6/2026
US6961970	Pacific Coast Feather Company (U.S. Bank National Association)	US	11/8/2005	Filled bedding construction having channels with alternating length portions	US10/808637	3/25/2024

[PATENT SECURITY AGREEMENT]

Publication Number	Assignee	Publication Country	Publication Date	Title	Application Number	Est. Expiration Date
US7074242	Pacific Coast Feather Company (U.S. Bank National Association)	US	7/11/2006	Filling material and process for making same	US10/759610	1/16/2024
US6760935	Pacific Coast Feather Company (U.S. Bank National Association)	US	7/13/2004	Gusseted pillow with pleated top and bottom sections	US10/402605	3/28/2023
US5970544	Pacific Coast Feather Company (U.S. Bank National Association)	US	10/26/1999	Mattress cover	US09/057426	4/8/2018
US7152263	Pacific Coast Feather Company (U.S. Bank National Association)	US	12/26/2006	Multi-layer multi-chamber pillow with unfilled center chamber in the top layer	US11/192605	7/29/2025
US7669266	Pacific Coast Feather Company (U.S. Bank National Association)	US	3/2/2010	No shift chambered body pillow	US12/112426	4/30/2028
US6910237	Pacific Coast Feather Company (U.S. Bank National Association)	US	6/28/2005	Pillow cover with closure and pouch member therefor	US10/359865	2/7/2023
US5557816	Pacific Coast Feather Company (U.S. Bank National Association)	US	9/24/1996	Pillow having multiple interior volumes	US08/145332	10/29/13
US7222379	Pacific Coast Feather Company (U.S. Bank National Association)	US	5/29/2007	Pillow kit with removable interior cores	US10/810150	3/26/2024
US7562405	Pacific Coast Feather Company (U.S. Bank National Association)	US	7/21/2009	Pillow with baffles within an outer pillow shell	US11/671874	2/6/2027
US6931682	Pacific Coast Feather Company (U.S. Bank National Association)	US	8/23/2005	Pillow with central area having lower fill volume	US10/685884	10/14/2023
US7346947	Pacific Coast Feather Company (U.S. Bank National Association)	US	3/25/2008	Pillow with central area having lower fill volume	US11/192601	10/14/2023

[PATENT SECURITY AGREEMENT]

Publication Number	Assignee	Publication Country	Publication Date	Title	Application Number	Est. Expiration Date
US7467432	Pacific Coast Feather Company (U.S. Bank National Association)	US	12/23/2008	Pillow with central spaced internal baffles	US11/735354	4/13/2027
US5299333	Pacific Coast Feather Company (U.S. Bank National Association)	US	4/5/1994 4/22/1997	Random flow down comforter with a restricted border region	US07/959080	4/22/2014
US7356864	Pacific Coast Feather Company (U.S. Bank National Association)	US	4/15/2008	Tubule featherbed	US11/618476	12/29/2026
US7874033	Pacific Coast Feather Company (U.S. Bank National Association)	US	1/25/2011	Universal support pillow	US12/419591	4/7/2029
US6009579	Pacific Coast Feather Company (U.S. Bank National Association)	US	1/4/2000	Filled topper and featherbed combination	US08/919495	8/28/2017
US8028360	Pacific Coast Feather Company	US	10/4/11	Baffle Box Pillow	US12/694194	1/26/30
US8205282	Pacific Coast Feather Company	US	6/26/12	Pillow with Air Bladder Insert	US12/855982	8/13/30
D397578	Pacific Coast Feather Company (U.S. Bank National Association)	US	9/1/98	Comforter Having A Stitch Pattern (A)	D/056622	7/3/16
D395974	Pacific Coast Feather Company (U.S. Bank National Association)	US	7/14/98	Comforter Having A Stitch Pattern (B)	D/056621	7/3/16
D395187	Pacific Coast Feather Company (U.S. Bank National Association)	US	6/16/98	Comforter Having A Stitch Pattern (C)	D/053537	4/24/16
D392497	Pacific Coast Feather Company (U.S. Bank National Association)	US	3/24/98	Comforter Having A Stitch Pattern (D)	D/045907	11/2/15

[PATENT SECURITY AGREEMENT]

Publication Number	Assignee	Publication Country	Publication Date	Title	Application Number	Est. Expiration Date
US5287574	Pacific Coast Feather Company (U.S. Bank National Association)	US	2/22/94	Fitted Bed Sheet or Mattress Pad with Elasticized Head & Foot Panels	US08/062436	5/12/13
US6745419	Pacific Coast Feather Company (U.S. Bank National Association)	US	6/8/04	Quilted Top Featherbed	US09/474339	12/29/19
US6301730	Pacific Coast Feather Company (U.S. Bank National Association)	US	10/16/01	High Loft Comforter	US09/474878	12/29/19

[PATENT SECURITY AGREEMENT]

II. Canadian Patents or Patent Applications

Issued Patents or Applications in the name Pacific Coast Feather Cushion Company

	Patent No. / Application No.	Title
1	Patent No. 2203477	AN IMPROVED TICK WITH CORDING FOR PILLOWS
2	Patent No. 2329698	HIGH LOFT COMFORTER
3	Patent No. 2329699	QUILTED-TOP FEATHERBED
4	Patent No. 2620502	DOMED COMFORTER
5	App. No. 2329701	QUILTED-TOP FEATHERBED COVER
6	App. No. 2523175	PILLOW WITHIN AN OUTER PILLOW SHELL
7	App. No. 2619522	PILLOW WITH BAFFLES WITHIN AN OUTER PILLOW SHELL
8	App. No. 2216023	PILLOW HAVING MULTIPLE INTERIOR VOLUMES
9	App. No. 2554719	MULTI-LAYER MULTI-CHAMBER PILLOW WITH UNFILLED CENTER CHAMBER IN THE TOP LAYER
10	App. No. 2534116	BEDDING ARTICLE WITH OVERLAYING PORTIONS
11	App. No. 2617194	BEDDING ARTICLE WITH OVERLAYING PORTIONS
12	App. No. 2714328	BAFFLE BOX COMFORTER

[PATENT SECURITY AGREEMENT]