

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
Northlight United Acquisition Corporation		01/18/2006	CORPORATION: DELAWARE
United Sleep Products Inc.		01/18/2006	CORPORATION: DELAWARE
United Sleep Products Leola Inc.	FORMERLY United Sleep Products Futon Company	01/18/2006	CORPORATION: DELAWARE
United Sleep Products Denver Inc.	FORMERLY United Sleep Products, Inc.	01/18/2006	CORPORATION: DELAWARE
United Sleep Products Fort Wayne Inc.		01/18/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	600 Penn Street, PA 6490
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19602
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2740020	AMERICAN COMFORT
Registration Number:	2626146	BEAUTYFLEX
Registration Number:	1958462	UNITED SLEEP PRODUCTS

CORRESPONDENCE DATA

Fax Number: (717)291-4660
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 717-399-1537
 Email: ccurrent@barley.com, ipdocket@barley.com

CH \$90.00 2740020

Correspondent Name: Carol A. Current
Address Line 1: 126 East King Street
Address Line 4: Lancaster, PENNSYLVANIA 17602-2893

ATTORNEY DOCKET NUMBER:	11945-53 (CAC)
NAME OF SUBMITTER:	Carol A. Current
Signature:	/carol a. current/
Date:	01/20/2006

Total Attachments: 11

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "**Agreement**") is made as of January 18, 2006, by and among **NORTHLIGHT UNITED ACQUISITION CORPORATION**, a Delaware corporation ("**Parent**"), **UNITED SLEEP PRODUCTS INC.**, a Delaware corporation ("**USP**"), **UNITED SLEEP PRODUCTS DENVER INC.**, a Delaware corporation (formerly known as United Sleep Products, Inc.) ("**Denver**"), **UNITED SLEEP PRODUCTS LEOLA INC.**, a Delaware corporation (formerly known as United Sleep Products Futon Company) ("**Leola**") and **UNITED SLEEP PRODUCTS FORT WAYNE INC.**, an Ohio corporation ("**Fort Wayne**") (USP, Denver, Leola and Fort Wayne are sometimes hereinafter collectively referred to as the "**Existing Borrowers**" and Parent and the Existing Borrowers are collectively referred to as the "**Borrowers**") and **WACHOVIA BANK, NATIONAL ASSOCIATION** (the "**Lender**").

BACKGROUND

The Borrowers are parties to that certain Amended and Restated Credit Agreement of even date herewith (the "**Credit Agreement**") made by and between the Borrowers and the Lender. In order to induce the Lender to execute and deliver the Credit Agreement and to make the credit facilities thereunder available to the Borrowers, the Borrowers have agreed to assign to Lender certain trademark rights, as hereinafter set forth. Pursuant to this Agreement, the Credit Agreement, and the Loan Documents (as defined in the Credit Agreement), Lender shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Credit Agreement, the Loan Documents and/or hereunder (subject to any applicable conditions specified therein or herein). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Security Agreement.

NOW, THEREFORE, in consideration of the promises, the Borrowers hereby agree with Lender as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Borrowers to Lender, owing to Lender pursuant to the Credit Agreement and the Loan Documents (collectively the "**Liabilities**"), the Borrowers hereby grant, assign and convey to Lender a security interest in all of each Borrowers' right, title and interest in and to the trademarks listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (each of the

foregoing, collectively, the “**Trademarks**”), and the good will of the business to which each of the Trademarks relates. Notwithstanding the foregoing, in no event shall the Trademarks include, and Borrowers shall not be deemed to have granted a security interest in, any Trademarks to the extent that the grant of a security therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of any Borrowers’ right, title or interest therein or thereto. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. The Borrowers covenant and warrant that:

(a) To the best of each Borrowers’ knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of each Borrowers’ knowledge, each of the Trademarks are valid and enforceable;

(c) To the best of each Borrowers’ knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) To the best of each Borrowers’ knowledge, the Borrowers are, or a Borrower is, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than licenses from one Borrower to another Borrower), registered user agreements, and covenants by the Borrowers or a Borrower not to sue third persons;

(e) Each Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Each Borrower has used, and will continue to use and will cause any licensees of Trademarks to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Each Borrower has used, and will continue to use and will cause any licensees of Trademarks to use, for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Each Borrower hereby grants to Lender and its employees and Lenders the right to visit the Borrowers’ facilities which produce, inspect and/or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours after the giving of reasonable prior notice to the Borrowers or applicable Borrower. The Borrowers shall do any and all acts required by Lender to ensure each Borrower’s compliance with Subparagraph 2(g) above.

4. Each Borrower agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with

a Borrower's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld by Lender.

5. If, before the Liabilities shall have been satisfied in full, a Borrower shall obtain rights to any new trademarks used with respect to the business of a Borrower or Borrowers, the provisions of Paragraph 1 above shall automatically apply thereto and the applicable Borrower or Borrowers shall give Lender prompt written notice thereof.

6. Each Borrower authorizes Lender to modify this Agreement by amending **Schedule A** to include any future trademarks covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement or Loan Documents), Lender hereby grants to the Borrowers the exclusive, nontransferable right and license to use the Trademarks on and in connection with the business of a Borrower or Borrowers, for such Borrower's own benefit and account and for none other. Each Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrowers in this Paragraph 7, without the prior written consent of Lender; provided, however, that as concerns any sublicense, the consent of the Lender will not be unreasonably withheld.

8. If any Event of Default (as defined in the Credit Agreement or Loan Documents) shall have occurred and be continuing, each Borrower's license under the Trademarks, as set forth in Paragraph 7 above, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever any Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Lancaster, Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrowers may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Borrowers. Notice of any sale or other disposition of the Trademarks shall be given to the Borrowers at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrowers hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Documents or Lenders or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrowers, which right is hereby waived and released.

9. In the event of the occurrence of an Event of Default under the Credit Agreement and/or Loan Documents, each Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or Lender of Lender as Lender may select, in its exclusive discretion, as the Borrower or Borrowers true and lawful attorney-in-fact, with the power to

endorse the name of a Borrower or Borrowers on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrowers hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interests in the Trademarks 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. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

11. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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. The Background provisions set forth hereinabove are incorporated herein.

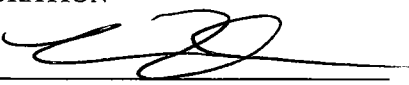
12. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 above.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


14. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

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

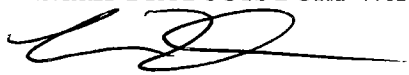
**NORTHLIGHT UNITED ACQUISITION
CORPORATION**

By: 
Name: Lisa B. Kaufman
Title: Chairperson


UNITED SLEEP PRODUCTS INC.

By: 
Name: Lisa B. Kaufman
Title: Chairperson


UNITED SLEEP PRODUCTS FORT WAYNE INC.

By: 
Name: Lisa B. Kaufman
Title: Chairperson

UNITED SLEEP PRODUCTS DENVER INC.

By: 
Name: Lisa B. Kaufman
Title: Chairperson

UNITED SLEEP PRODUCTS LEOLA INC.

By: 
Name: Lisa B. Kaufman
Title: Chairperson

Notice Information for Borrowers:

Address: c/o Northlight Capital LLC
625 N. Michigan Ave., 18th Floor
Chicago, IL 60611
Attention: Marc L. Werner
Phone No.: 312-654-4500
Fax No.: 312-654-4501

with a copy to:

Kevin M. Ryan, Esquire
Winston & Strawn LLP
35 West Wacker Drive
Chicago, IL 60601
Phone: 312-558-5600
Fax: 312-558-5700

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: 

Name: David S. Aulenbach
Title: Senior Vice President

Notice Information for the Lender:

Address: 600 Penn Street
PA6490

Reading, PA 19602

Phone No.: (717) 291-3501

Fax No.: (717) 291-3580

with a copy to:

Paul G. Mattaini, Esquire
Barley Snyder LLC
126 East King Street
Lancaster, PA 17602
Phone: 717-399-1519
Fax No.: 717-291-4660

SCHEDULE "A" TO A TRADEMARK COLLATERAL ASSIGNMENT

A. United States

<u>Trademark</u>	<u>Registration Number and Filing Date</u>	<u>Expiration Date</u>
American Comfort	2,740,020, August 14, 2002	
Beautyflex	2,626,146, September 1, 2000	
United Sleep Products	1,958,462, August 24, 1994	

B. Foreign
Trademark

Registration
Number and Date

Expiration
Date

NONE

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

Notice Information for the Lender:

Address: 600 Penn Street
PA6490
Reading, PA 19602

Phone No.:

Fax No.:

Attention:

with a copy to:

Paul G. Mattaini, Esquire
Barley Snyder LLC
126 East King Street
Lancaster, PA 17602
Phone: 717-399-1519
Fax No.: 717-291-4660

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared Lisa B. Kaufman, who acknowledged herself to be the Chairperson of **NORTHLIGHT UNITED ACQUISITION CORPORATION**, a Delaware corporation, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shalonda E. Redfield
Notary Public



STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared Lisa B. Kaufman, who acknowledged himself/herself to be the Chairperson of **UNITED SLEEP PRODUCTS INC.**, a Delaware corporation, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shalonda E. Redfield
Notary Public
"OFFICIAL SEAL"
SHALONDA E. REDFIELD
Notary Public, State of Illinois
My Commission Expires 8/30/06

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared Lisa B. Kaufman, who acknowledged herself to be the Chairperson of **UNITED SLEEP PRODUCTS DENVER INC.**, a Delaware corporation, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shalonda E. Redfield
Notary Public
"OFFICIAL SEAL"
SHALONDA E. REDFIELD
Notary Public, State of Illinois
My Commission Expires 8/30/06

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared Lisa B. Kaufman, who acknowledged herself to be the Chairperson of **UNITED SLEEP PRODUCTS LEOLA INC.**, a Delaware corporation, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shalonda E. Redfield
Notary Public
"OFFICIAL SEAL"
SHALONDA E. REDFIELD
Notary Public, State of Illinois
My Commission Expires 8/30/06

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared Lisa B. Kaufman, who acknowledged herself to be the Chairperson of **UNITED SLEEP PRODUCTS FORT WAYNE INC.**, an Ohio corporation, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

♦♦♦♦♦ "OFFICIAL SEAL" ♦♦♦♦♦
♦♦♦♦♦ SHALONDA E. REDFIELD ♦♦♦♦♦
♦♦♦♦♦ Notary Public, State of Illinois ♦♦♦♦♦
♦♦♦♦♦ My Commission Expires 8/30/08 ♦♦♦♦♦
Shalonda E. Redfield

~~COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LANCASTER) ss:~~

~~On this ____ day of January, 2006, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself/herself as _____.~~

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LANCASTER)

ss:

On this 18th day of January, 2006, before me, the undersigned officer, personally appeared David S. Auerbach, who acknowledged himself/herself to be the Senior Vice Pres. of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, and that he/she as such Senior Vice Pres., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself/herself as Senior Vice President

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon K. Flemming
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon K. Flemming, Notary Public
City Of Lancaster, Lancaster County
My Commission Expires Nov. 23, 2008
Member, Pennsylvania Association Of Notaries