TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Supplement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tempur-Pedic North America, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
Tempur-Pedic Management, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Bank of America Plaza, 901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86212780	SMARTCLIMATE
Serial Number:	86214527	EASYREFRESH
Serial Number:	86186319	ERGOLIFE

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149719
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	05/08/2014

OP $90.00 86212780

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT
(Supplement)

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2014 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Trademark Security Agreement**") is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the "**Grantors**") in favor of Bank of America, N.A. as Collateral Agent (in such capacity, together with any successor collateral agent appointed pursuant to Article 10 of the Credit Agreement or otherwise, the "**Collateral Agent**) for the ratable benefit of the holders of the Secured Obligations (as hereinafter defined).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (formerly known as Tempur-Pedic International Inc.), Tempur-Pedic Management, LLC, Tempur-Pedic North America, LLC and Tempur Production USA, LLC, each as a Borrower, the Guarantors (as defined therein), the Lenders (as defined therein) and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to a Credit Agreement dated as of December 12, 2012 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "**Credit Agreement**");

WHEREAS, the Grantors and the Collateral Agent are parties to a Security Agreement dated as of March 18, 2013 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**") to, among other things, secure the obligations of the Grantors under the Credit Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Security Agreement) of the Grantor to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "**USPTO**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor's Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the "Trademark Collateral").

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

TEMPUR-PEDIC NORTH AMERICA, LLC

By: William H Poche
Name: William H. Poche
Title: Treasurer

TEMPUR-PEDIC MANAGEMENT, LLC

By: William H Poche
Name: William H. Poche
Title: Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Thomas C. Kirkendall Jr.
Name: Thomas C. Kirkendall Jr.
Title: SVP

Schedule 1
to Trademark
Security Agreement
For Q1 / 2014

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

Owner	Title	Application Number	Filing Date
Tempur-Pedic North America, Inc.	SMARTCLIMATE	86/212,780	3/6/2014
Tempur-Pedic North America, Inc.	EASYREFRESH	86/214,527	3/7/2014
Tempur-Pedic Management, LLC	ERGOLIFE	86/186,319	2/6/2014