

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sealy Technology LLC		07/29/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Junior Notes Collateral Agent		
Street Address:	10161 Centurion Parkway, Floor 2		
Internal Address:	Attention: Corporate Trust Administration		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86297546	HYBRID	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>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.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	08/06/2014		
Total Attachments: 4			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of July 29, 2014 is made by SEALY TECHNOLOGY LLC, a North Carolina limited liability company, located at One Office Parkway, Trinity, NC 27370, (the “Grantor”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (the “Junior Notes Collateral Agent”), pursuant to (i) that certain Indenture dated as of July 10, 2009, by and among Sealy Mattress Company (the “Company”), the Guarantors (as defined therein), and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”) (as amended, restated, supplemented or modified from time to time, the “Base Indenture”), (ii) that certain Supplemental Indenture dated as of July 10, 2009, by and among the Company, Sealy Corporation, a Delaware corporation (the “Parent”, and together with the Company, the “Co-Issuers”), the Guarantors (as defined therein), and the Trustee and Junior Notes Collateral Agent, relating to the Notes (as defined therein) (as amended, restated, supplemented or modified from time to time, the “Supplemental Indenture”), (iii) that certain Second Supplemental Indenture dated as of March 18, 2013, by and among the Co-Issuers, the Guarantors, and the Trustee, relating to the Notes (as amended, restated, supplemented or modified from time to time, the “Second Supplemental Indenture”) and (iv) that certain Third Supplemental Indenture dated as of March 18, 2013, by and between the Parent and the Trustee, relating to the Notes (as amended, restated, supplemented or modified from time to time, the “Third Supplemental Indenture”, and the Base Indenture, as supplemented by the Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, and as modified and supplemented thereby, the “Indenture”).

W I T N E S S E T H:

WHEREAS, the Company executed and delivered the Base Indenture to the Trustee to provide, among other things, for the future issuance of the Company’s securities from time to time in one or more series as might be determined by the Company under the Base Indenture;

WHEREAS, pursuant to the Supplemental Indenture, the Junior Noteholders severally agreed to purchase and did purchase the Junior Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, and in order to induce the Junior Noteholders to purchase the Junior Notes pursuant to the Indenture, the Grantor and certain other subsidiaries of the Company executed and delivered a Third Lien Security Agreement, dated as of July 10, 2009, in favor of the Junior Notes Collateral Agent (together with all amendments, modifications and supplements, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Junior Notes Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Grantor's Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Supplemental Indenture and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest (and hereby confirms the Grantor's pledge and grant of security interest pursuant to the Security Agreement) in, and agrees to assign, transfer and convey, upon demand made upon the occurrence or during the continuation of an Event of Default, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A attached hereto and those items listed on any schedule attached to any supplement to the Security Agreement previously delivered to the Junior Notes Collateral Agent and/or recorded with the United States Patent and Trademark Office) (collectively, the "Collateral"), to the Junior Notes Collateral Agent for the benefit of the Junior Notes Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Junior Note Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEALY TECHNOLOGY LLC

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

SCHEDULE A

U.S. Trademark Registrations and Registration Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Sealy Technology LLC	OPTIMUM SEALY POSTUREPEDIC & Design	United States of America	86/297,546	6/2/2014