

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sealy Technology LLC		07/29/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Tempur-Pedic Management, LLC		07/29/2014	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: 10

Property Type	Number	Word Mark
Serial Number:	86374398	SEALY POSTUREPEDIC HYBRID
Serial Number:	86351250	ERGO
Serial Number:	86351280	UP
Serial Number:	86366338	
Serial Number:	86366346	
Serial Number:	86366354	
Serial Number:	86373427	
Serial Number:	86382968	
Serial Number:	86382964	
Serial Number:	86382966	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Brandie Sullivan

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152639
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	11/14/2014

Total Attachments: 4

source=#86607675v1 - (Trademark Security Agreement (Supp) (Q3))#page3.tif
source=#86607675v1 - (Trademark Security Agreement (Supp) (Q3))#page4.tif
source=#86607675v1 - (Trademark Security Agreement (Supp) (Q3))#page5.tif
source=#86607675v1 - (Trademark Security Agreement (Supp) (Q3))#page6.tif

**TRADEMARK SECURITY AGREEMENT
(Supplement)**

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 7, 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.

SEALY TECHNOLOGY LLC

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

TEMPUR-PEDIC MANAGEMENT, L.L.C.

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

Acknowledged:

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

By: Thomas C. Kilcrease
Name: Thomas C. Kilcrease
Title: Senior Vice President

A 704032.2

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Sealy Technology LLC	SEALY POSTUREPEDIC HYBRID	86/374,398	August 22, 2014
Tempur-Pedic Management, LLC	ERGO	86/351,250	July 29, 2014
Tempur-Pedic Management, LLC	UP	86/351,280	July 29, 2014
Tempur-Pedic Management, LLC	OSLO TRADE DRESS ZIPPER B&W	86/366,338	August 14, 2014
Tempur-Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Blue	86/366,346	August 14, 2014
Tempur-Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Orange	86/366,354	August 14, 2014
Tempur-Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Green	86/373,427	August 21, 2014
Tempur-Pedic Management, LLC	OSLO CONTOUR DESIGN	86/382,968	September 2, 2014
Tempur-Pedic Management, LLC	OSLO CLOUD DESIGN	86/382,964	September 2, 2014
Tempur-Pedic Management, LLC	OSLO HONEYCOMB DESIGN	86/382,966	September 2, 2014