

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SELECT COMFORT SC CORPORATION		09/09/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Institutional Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2506794	CELENIA	
Registration Number:	2999419	CERENITY	
Registration Number:	2382939	CERULEAN HP	
Registration Number:	2366271	CIRRUS	
Registration Number:	1275216	COMFORTAIRE	
Registration Number:	3043493	COMFORTAIRE...COMFORT FOR LIFE	
Registration Number:	2870116	DREAMAIRE	
Registration Number:	2767623	HEALTHY CHOICE COLLECTION	
Registration Number:	4463046	INDIVIDUALIZED SLEEP EXPERIENCES	
Registration Number:	2698412	ROYALAIRE	
Registration Number:	4605824	SLEEP IQ	
Registration Number:	4717143	THE MAGIC IS IN THE AIR	
Registration Number:	3055175	WHISPERFLO	
Serial Number:	85940173	YOU'RE MORE THAN JUST A NUMBER TO US	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2165665776
Email: mae.smith@thompsonhine.com
Correspondent Name: DAVID D. THOMAS, ESQ.
Address Line 1: 127 PUBLIC SQUARE
Address Line 2: 3900 KEY CENTER
Address Line 4: CLEVELAND, OHIO 44114-1291

ATTORNEY DOCKET NUMBER:	059130.00141
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NAME OF SUBMITTER:	David D. Thomas
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SIGNATURE:	/David D. Thomas/
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DATE SIGNED:	09/11/2015
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Total Attachments: 4

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 9th day of September, 2015 by SELECT COMFORT SC CORPORATION, a Minnesota corporation (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WITNESSETH:

WHEREAS, Select Comfort Corporation, a Minnesota corporation together with its successors and assigns, the "Borrower") is entering into that certain Credit and Security Agreement, dated as of September 9, 2015, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Pledgor, a subsidiary of the Borrower, executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of the date hereof (the "Intellectual Property Security Agreement"), whereby the Pledgor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined; and

WHEREAS, in connection with the Intellectual Property Security Agreement, this Agreement is being executed and delivered by the Pledgor for purposes of recordation with the USCO and the USPTO (as each term is hereinafter defined), as appropriate, to evidence the security interest of the Administrative Agent, on behalf of the Lenders, in the Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement or, if not defined therein, in the Credit Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark

rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall not include any Excluded Collateral.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

3. Intellectual Property Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Intellectual Property Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Governing Law. The Agreement shall be governed by and construed in accordance with New York law.

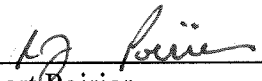
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Short Form Intellectual Property Security Agreement as of the date first set forth above.

SELECT COMFORT SC CORPORATION

By: 
Robert Poirier
Vice President and Chief Accounting
Officer

SCHEDULE 1

Patents

TITLE	Country	Application No.	Patent No.	Expiration Date
High-Profile Mattress Having an Upper Low-Profile Module With an Air Posturizing Sleep Surface	United States	10/389,173	6,804,848	14-Mar-23
Air Sleep System with Dual Elevating Air Posturizing Sleep Surfaces	United States	11/173,543	7,389,554	2-Jun-23

Trademarks

Country	Mark	Owner	Classes	Reg. #	Issued
US	CELENIA	Select Comfort SC Corporation	20	2506794	13-Nov-01
US	CERENITY	Select Comfort SC Corporation	20	2999419	27-Sep-05
US	CERULEAN HP	Select Comfort SC Corporation	20	2382939	05-Sep-00
US	CIRRUS	Select Comfort SC Corporation	20	2366271	11-Jul-00
US	COMFORTAIRE	Select Comfort SC Corporation	20	1275216	24-Apr-84
US	COMFORTAIRE...COMFORT FOR LIFE	Select Comfort SC Corporation	20	3043493	17-Jan-06
US	DREAMAIRE	Select Comfort SC Corporation	20	2870116	03-Aug-04
US	HEALTHY CHOICE COLLECTION	Select Comfort SC Corporation	20	2767623	23-Sep-03
US	INDIVIDUALIZED SLEEP EXPERIENCES	Select Comfort SC Corporation	20	4463046	07-Jan-14
US	ROYALAIRE	Select Comfort SC Corporation	20	2698412	18-Mar-03
US	SLEEP IQ	Select Comfort SC Corporation	09, 20, 42	4605824	16-Sep-14
US	THE MAGIC IS IN THE AIR	Select Comfort SC Corporation	20	4717143	07-Apr-15
US	WHISPERFLO	Select Comfort SC Corporation	07	3055175	31-Jan-06
US	YOU'RE MORE THAN JUST A NUMBER TO US	Select Comfort SC Corporation	35		