

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SELECT COMFORT 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: 44			
Property Type	Number	Word Mark	
Registration Number:	4739290	AIRFIT	
Registration Number:	4552344	CLIMATEFIT	
Registration Number:	2042605	COMFORT CLUB	
Registration Number:	4661689	COMFORT. INDIVIDUALIZED.	
Registration Number:	4003582	COMFORTFIT	
Registration Number:	2803624		
Serial Number:	85363543	DUALAIR TECHNOLOGY INSIDE	
Registration Number:	4420145	DUALTEMP	
Serial Number:	86496842	FAMILY CONNECTED, SLEEP PERFECTED	
Registration Number:	4609411	FLEXTOP	
Serial Number:	86237931	FLEXTOP	
Registration Number:	3137303	GRIDZONE	
Registration Number:	4023575	INDIVIDUALFIT	
Registration Number:	2860124	INTRALUX	
Registration Number:	3640679	IT'S THE BED THAT COUNTS	
Registration Number:	4713336	KNOW BETTER SLEEP	
Registration Number:	4338429	LOONA THE SLEEP TIGHT GAME	
Registration Number:	4491833	LUXFIT	
TRADEMARK			

OP \$1115.00 4739290

Property Type	Number	Word Mark
Registration Number:	1954866	
Registration Number:	3628199	PILLOW[OLOGY]
Registration Number:	3986953	PILLOWFIT
Registration Number:	4696641	PLUSHFIT
Serial Number:	86497979	PROBABLY THE BEST BED IN THE WORLD
Registration Number:	1976214	SELECT COMFORT
Registration Number:	1581562	SELECT COMFORT
Registration Number:	2803623	SELECT COMFORT
Serial Number:	85751255	
Serial Number:	85751259	
Registration Number:	2326197	SLEEP BETTER ON AIR
Registration Number:	2753633	SLEEP NUMBER
Registration Number:	2641045	SLEEP NUMBER
Registration Number:	2618999	SLEEP NUMBER
Serial Number:	86624938	SLEEP NUMBER
Serial Number:	86624956	
Registration Number:	4136483	SLEEP NUMBER INNER CIRCLE
Serial Number:	86496744	SLEEPIQ KIDS
Serial Number:	86496778	SLEEPIQ KIDS
Serial Number:	86496807	SMART BED FOR SMART KIDS
Registration Number:	3576817	TAKE CONTROL OF YOUR SLEEP
Registration Number:	4684538	TECH-E
Serial Number:	86496844	THE ONLY BED THAT GROWS WITH THEM
Registration Number:	4510326	THE ONLY BED THAT KNOWS YOU.
Serial Number:	86496833	TONIGHT BEDTIME. TOMORROW THE WORLD.
Registration Number:	2702762	WHAT'S YOUR SLEEP NUMBER?

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 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

NAME OF SUBMITTER: David D. Thomas

SIGNATURE:	/David D. Thomas/
DATE SIGNED:	09/11/2015
Total Attachments: 9 source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page1.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page2.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page3.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page4.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page5.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page6.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page7.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page8.tif source=SELECT COMFORT - Executed Short Form IP Security Agreement (Select Comfort Corporation)#page9.tif	

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 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.

W I T N E S S E T H:

WHEREAS, the Pledgor 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 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.

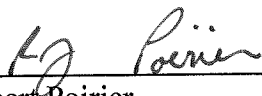
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, 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 CORPORATION

By: 
Robert Poirier
Vice President and Chief Accounting
Officer

SCHEDULE 1

Patents



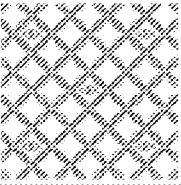
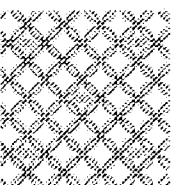
TITLE	Country	Application No.	Patent No.	Expiration Date
Inflatable Mattress With Improved Border Support Wall	United States	08/538,404	5,642,546	19-Sep-15
Inflatable Mattress With Improved Border Support Wall - CON	United States	08/782,058	5,765,246	19-Sep-15
Valve Enclosure Assembly - REX	United States	08/901,144, 90/012,456	5,904,172 C1	28-Jul-17
Multi-Zone Support	United States	09/257,404	6,202,239	25-Feb-19
Air Mattress for a Sleeper Sofa	United States	09/266,392	6,108,844	11-Mar-19
System and Method for Sleep Surface Adjustment - REX	United States	09/522,484, 90/012,445	6,397,419	10-Jun-20
Sleeper Sofa With an Air Mattress	United States	09/266,540	6,161,231	11-Mar-19
Bed Foundation	United States	10/742,173	6,832,397	6-Jul-21



TITLE	Country	Application No.	Patent No.	Expiration Date
Interactive Air Bed	United States	10/165,108	6,763,541	7-Jun-22
Corner Piece for a Soft-Sided Mattress	United States	10/047,068	6,708,357	14-Jan-22
Leg and Bracket Assembly for a Bed Foundation	United States	10/284,634	6,883,191	6-Jul-21
Remote Control	United States	29/200,739	D502,929	15-Mar-19
System and Method for Detecting a Leak in an Air Bed - CON	United States	13/724,818	8,931,329	24-May-27
System and Method for Detecting a Leak in an Air Bed	United States	12/600,398	8,336,369	28-Sep-28
Sleeping Surface Having Two Longitudinally Connected Bladders With a Support Member	United States	11/753,387	7,865,988	17-Nov-25
System and Method for Improved Pressure Adjustment	United States	12/936,084	8,769,747	27-Jul-28

TITLE	Country	Application No.	Patent No.	Expiration Date
Multi-Zone Fluid Chamber and Mattress System	United States	13/828,985	8,966,689	14-Mar-33
Remote Control	United States	29/449,209	D691,118	8-Oct-27
Partner Snore Feature for Adjustable Bed Foundation	United States	13/803,671	8,984,687	14-Mar-33
Remote Control	United States	29/449,245	D698,338	28-Jan-28
Remote Control	United States	29/449,793	D697,874	21-Jan-28
Air Pump	United States	26/461,744	D701,536	25-Mar-28
Sheet for a Split-Top Adjustable Bed	United States	14/146,327	8,973,183	2-Jan-34
Tablet or Laptop Support Cushion	United States	29/491,319	D728,254	5-May-29
System and Method for Adjusting Settings of a Bed With a Remote Control	United States	14/206,892	8,893,339	12-Mar-34
Air Mattress Control System and Method	United States	10/002,992	6,686,711	31-Dec-21

Trademarks

Country	Mark	Owner	Classes	Reg. #	Issued
US	AIRFIT	Select Comfort Corporation	20	4739290	19-May-15
US	CLIMATEFIT	Select Comfort Corporation	24	4552344	17-Jun-14
US	COMFORT CLUB	Select Comfort Corporation	35	2042605	11-Mar-97
US	COMFORT. INDIVIDUALIZED.	Select Comfort Corporation	35	4661689	30-Dec-14
US	COMFORTFIT	Select Comfort Corporation	24, 35	4003582	26-Jul-11
US		Select Comfort Corporation	20, 24, 35	2803624	06-Jan-04
US		Select Comfort Corporation	20		
US		Select Comfort Corporation	20	4420145	15-Oct-13
US	FAMILY CONNECTED, SLEEP PERFECTED	Select Comfort Corporation	20, 35		
US	FLEXTOP	Select Comfort Corporation	20	4609411	23-Sep-14
US	FLEXTOP	Select Comfort Corporation	24		
US	GRIDZONE	Select Comfort Corporation	17, 20	3137303	29-Aug-06
US	INDIVIDUALFIT	Select Comfort Corporation	35	4023575	06-Sep-11
US	INTRALUX	Select Comfort Corporation	20	2860124	06-Jul-04
US	IT'S THE BED THAT COUNTS	Select Comfort Corporation	20, 35	3640679	16-Jun-09
US	KNOW BETTER SLEEP	Select Comfort Corporation	35	4713336	31-Mar-15
US	LOONA THE SLEEP TIGHT GAME	Select Comfort Corporation	09	4338429	21-May-13
US	LUXFIT	Select Comfort Corporation	20	4491833	04-Mar-14

US			Select Comfort Corporation	20	1954866	06-Feb-96
US	PILLOWIOLOGY		Select Comfort Corporation	20	3628199	26-May-09
US	PILLOWFIT		Select Comfort Corporation	20, 35	3986953	28-Jun-11
US	PLUSHFIT		Select Comfort Corporation	20	4696641	03-Mar-15
US	PROBABLY THE BEST BED IN THE WORLD		Select Comfort Corporation	20, 35		
US	SELECT COMFORT		Select Comfort Corporation	20	1976214	28-May-96
US	SELECT COMFORT		Select Comfort Corporation	20	1581562	06-Feb-90
	select  comfort					
US			Select Comfort Corporation	20	2803623	06-Jan-04
US			Select Comfort Corporation	20		
US			Select Comfort Corporation	20		
US			Select Comfort Corporation	20		
US	SLEEP BETTER ON AIR		Select Comfort Corporation	35	2326197	07-Mar-00
US	SLEEP NUMBER		Select Comfort Corporation	20, 24	2753633	19-Aug-03
US	SLEEP NUMBER		Select Comfort Corporation	35	2641045	22-Oct-02
US	SLEEP NUMBER		Select Comfort Corporation	20	2618999	10-Sep-02

US	sleep  number	Select Comfort Corporation	20, 24, 35		
US					
US		Select Comfort Corporation	20, 24, 35		
US	SLEEP NUMBER INNER CIRCLE	Select Comfort Corporation	35	4136483	01-May-12
US	SLEEPIQ KIDS	Select Comfort Corporation	09, 20, 42		
sleepIQkids					
US		Select Comfort Corporation	09, 20, 42		
US	SMART BED FOR SMART KIDS	Select Comfort Corporation	20		
US	TAKE CONTROL OF YOUR SLEEP	Select Comfort Corporation	35	3576817	17-Feb-09
US	Tech-e THE ONLY BED THAT GROWS WITH THEM	Select Comfort Corporation	09	4684538	10-Feb-15
US	THE ONLY BED THAT KNOWS YOU.	Select Comfort Corporation	20		
US	TONIGHT BEDTIME. TOMORROW THE WORLD.	Select Comfort Corporation	35	4510326	08-Apr-14
US	WHAT'S YOUR SLEEP NUMBER?	Select Comfort Corporation	20, 35 20, 24, 35	2702762	01-Apr-03

Copyrights

Country	Title	Owner	Reg. #	Issued
US	Get the best night's sleep ever.	Select Comfort Corporation	TX0004236085	11-Jul-96
US	Why Select Comfort outperforms innersprings and waterbeds for support.	Select Comfort Corporation	TX0004236086	11-Jul-96
US	Select Comfort: letter from the president.	Select Comfort Corporation	TX0004236087	11-Jul-96