

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORSICANA OPERATING CO., LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Administrative Agent		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2924264	COMPLETE COMFORT	
Registration Number:	2770200	AMERICAN PEDIC	
Registration Number:	2845158	EUROPA	
Registration Number:	2425693	THE BETTER "PEDIC" MATTRESS	
Registration Number:	2615609	AIRSPRUNG	
Registration Number:	2006033	WORLD SLEEP PRODUCTS	
Registration Number:	1559853	MIRALUX	
Registration Number:	3143212	STERLING & THOMAS	
Registration Number:	3014832	ALTERNATIVE SLEEP SYSTEMS	
Registration Number:	3120688	AIRTECH	
Registration Number:	3094550	RESTORATIVE SLEEP SYSTEMS	
Registration Number:	4766743	SLEEPINC.	
Registration Number:	4758213	SLEEPINC. DREAM BIG.	
Registration Number:	4602341	DREAMGREEN	
Registration Number:	4452377	CORSICANA BEDDING, INC DELIVERING QUALIT	
Registration Number:	4260323	CORSICANA BEDDING	
Registration Number:	4034772	SLEEP FOR TOMORROW	
Registration Number:	4022633	RAVE	
Registration Number:	4005237	SLEEP INC. DREAM BIG.	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4061149	VSS VERTICAL SUPPORT SYSTEM
Registration Number:	3827590	CORSICANA
Registration Number:	3758955	M MIRALUX
Registration Number:	3848443	AMERICAN PEDIC COLLECTION
Registration Number:	3785722	IB INTERNATIONAL BEDDING
Registration Number:	3693747	THE MATTRESS CHOICE, THAT MAKES A DIFFER
Registration Number:	3758463	NATURE'S ESSENCE
Registration Number:	3745753	ORIGINS
Registration Number:	3932665	RE NÜE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082 / 048
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/22/2015

Total Attachments: 8

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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 29, 2015 is made by CORSICANA OPERATING CO., LLC, a Delaware limited liability company (“Grantor”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of September 29, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CORSICANA INVESTORS, LLC, a Delaware limited liability company (“Initial Borrower” or “Parent”, whose obligations thereunder will be assumed by Corsicana Operating Co., LLC, a Delaware limited liability company (“Corsicana”) immediately upon closing) and such other Persons joined thereto as a Borrower (as defined therein) from time to time, the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of September 29, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 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 Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantor's Obligations, a first priority security interest in and continuing first lien on all of the Grantor's right, title and interest in, to and under the Grantor's Trademarks and exclusive Trademark Licenses (including, without limitation, those items listed on Schedule A hereto).

SECTION 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, and the Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement. The security interest granted hereby has been granted to the Administrative Agent for the benefit of 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 Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and exclusive Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, 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.

SECTION 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.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.

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 date first above written.

CORSICANA OPERATING CO., LLC,
a Delaware limited liability company

By: 
Name: Carroll Moran
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005650 FRAME: 0557

CORTLAND CAPITAL MARKET SERVICES
LLC,
as Administrative Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE A

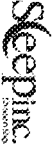
U.S. Trademark Registrations and Applications

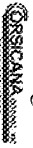




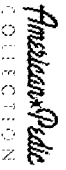
SCHEDULE A


INTELLECTUAL PROPERTY

Corsicana Operating Co., LLC owns all of the below listed Intellectual Property.

Trademarks

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
COMPLETE COMFORT	United States	Renewed (Registered)	78241476	24-APR-2003	2924264	01-FEB-2005
AMERICAN PEDIC	United States	Renewed (Registered)	76436042	29-JUL-2002	2770200	30-SEP-2003
EUROPA	United States	Renewed (Registered)	75858559	26-NOV-1999	2845158	25-MAY-2004
THE BETTER "PEDIC" MATTRESS	United States	Renewed (Registered)	75635888	08-FEB-1999	2425693	30-JAN-2001
AIRSPRUNG	United States	Renewed (Registered)	75360889	22-SEP-1997	2615609	03-SEP-2002
WORLD SLEEP PRODUCTS	United States	Renewed (Registered)	74735953	29-SEP-1995	2006033	08-OCT-1996
MIRALUX	United States	Renewed (Registered)	73754428	27-SEP-1988	1559853	10-OCT-1989
STERLING & THOMAS	United States	Registered	78486421	20-SEP-2004	3143212	12-SEP-2006
ALTERNATIVE SLEEP SYSTEMS	United States	Registered	78241485	24-APR-2003	3014832	15-NOV-2005
AIRTECH	United States	Registered	78693875	16-AUG-2005	3120688	25-JUL-2006
RESTORATIVE SLEEP SYSTEMS	United States	Registered Supplemental Register	78691820	12-AUG-2005	3094550	16-MAY-2006
SLEEPINC.	United States	Registered	85878237	17-MAR-2013	4766743	07-JUL-2015
SLEEPINC. DREAM BIG. and Design	United States	Registered	85878241	17-MAR-2013	4758213	23-JUN-2015
						
DREAMGREEN	United States	Registered	85871437	08-MAR-2013	4602341	09-SEP-2014

CORSICANA BEDDING, INC. DELIVERING QUALITY AND VALUE and Design 	United States	Registered	85749471	09-OCT-2012	4452377	17-DEC-2013
CORSICANA BEDDING	United States	Registered	85481837	28-NOV-2011	4260323	18-DEC-2012
SLEEP FOR TOMORROW	United States	Registered	85254201	01-MAR-2011	4034772	04-OCT-2011
RAVE	United States	Registered	85240031	11-FEB-2011	4022633	06-SEP-2011
SLEEP INC. DREAM BIG. and Design 	United States	Registered	85145406	05-OCT-2010	4005237	02-AUG-2011
VSS VERTICAL SUPPORT SYSTEM and Design 	United States	Registered	85112726	20-AUG-2010	4061149	22-NOV-2011
CORSICANA and Design 	United States	Registered	77896590	18-DEC-2009	3827590	03-AUG-2010
M MIRALUX and Design 	United States	Registered	77632730	14-DEC-2008	3758955	09-MAR-2010
MIRALUX						
AMERICAN PEDIC COLLECTION (Stylized) 	United States	Registered	77632734	14-DEC-2008	3848443	14-SEP-2010

 INTERNATIONAL BEDDING and Design <small>International Bedding</small>	United States	Registered	77632737	14-DEC-2008	3785722	04-MAY-2010
THE MATTRESS CHOICE, THAT MAKES A DIFFERENCE	United States	Registered	77507644	25-JUN-2008	3693747	06-OCT-2009
NATURE'S ESSENCE	United States	Registered	77507629	25-JUN-2008	3758463	09-MAR-2010
ORIGINS	United States	Registered	77410240	29-FEB-2008	3745753	09-FEB-2010
RE NÛE	United States	Registered	78608829	14-APR-2005	3932665	15-MAR-2011

TRADEMARK
REEL: 005650 FRAME: 0562

RECORDED: 10/22/2015