

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMMONS RESEARCH LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
SIMMONS RESEARCH HOLDINGS, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2045959	CHOICES	
Registration Number:	4108297	SIMMONS	
Registration Number:	3388788	THE VOICE OF THE AMERICAN CONSUMER	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	mknabel@milbank.com		
Correspondent Name:	Matthew Knabel		
Address Line 1:	1850 K Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37773.10800		
NAME OF SUBMITTER:	Matthew K Knabel		
SIGNATURE:	/Matthew K Knabel/		
DATE SIGNED:	12/22/2015		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of December 11, 2015 (this “**Agreement**”), among SIMMONS RESEARCH LLC, a Delaware limited liability company (“**Borrower**”), SIMMONS RESEARCH HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), each other entity from time to time party hereto (collectively with Borrower and Holdings, each a “**Grantor**”, and collectively, the “**Grantors**”), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, each other entity from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of December 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”), Obsidian Agency Services, Inc., as administrative agent and collateral agent, and Garrison Loan Agency Services LLC and LBC Credit Partners III, L.P., as Co-Documentation Agents.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

For the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

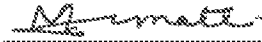
SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties on any number of separate counterparts (including by electronic transmission of signature pages hereto), and all of such counterparts taken together shall be deemed an original and to constitute one and the same instrument.

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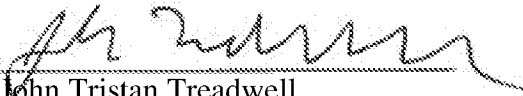
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantors:

SIMMONS RESEARCH LLC

By: 
Name: Mahinder Mathrani
Title: Secretary

SIMMONS RESEARCH HOLDINGS, LLC

By: 
Name: John Tristan Treadwell
Title: President

[Signature Page to Copyright Security Agreement]

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: _____

Name: *HOWARD LEVINSKY*

Title: *PRESIDENT*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005695 FRAME: 0684

Schedule I

I. Trademarks

Owner	Trademark	Country	App No.	Reg. No.	Reg. Date	Status
Simmons Research LLC	CHOICES	United States	75090471	2045959	3/18/1997	Registered
Simmons Research LLC	SIMMONS	United States	85360813	4108297	3/6/2012	Registered
Simmons Research LLC	THE VOICE OF THE AMERICAN CONSUMER	United States	78424686	3388788	2/26/2008	Registered

II. Trademark Applications

None.