

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLEEPIQ LABS INC.		02/10/2016	CORPORATION:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 PUBLIC SQUARE		
Internal Address:	ATTN: COMMERCIAL BANKING		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	NATIONAL BANKING ASSOCIATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86294699	BAM LABS	
Serial Number:	86163725	WE MAKE BEDS SMART	
Serial Number:	85756768	SMART BED TECHNOLOGY	
Serial Number:	85337148	B	
Serial Number:	85337183	BAM LABS	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	216-566-5791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	DAVID THOMAS, ESQ.		
Address Line 1:	3900 KEY CENTER		
Address Line 2:	127 PUBLIC SQUARE		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	059130.00158		
NAME OF SUBMITTER:	DAVID THOMAS		
SIGNATURE:	/David Thomas/		
DATE SIGNED:	02/15/2016		

OP \$140.00 86294699

Total Attachments: 5

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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 10th day of February, 2016 by SLEEPIQ LABS INC., a Delaware 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") entered 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 newly organized subsidiary of the Borrower, has 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.

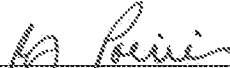
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS,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

SLEEPIQ LABS INC.

By:  _____
Robert Poirier
Vice President and Chief Accounting
Officer

SCHEDULE 1

Patents and Patent Applications

Title	Jurisdiction	Application/Serial No.
Smart Seat Monitoring System	United States	14/323,195
Device and Method of Monitoring a Position and Predicting an Exit of a Subject on or from a Substrate	United States	13/945,554 PCT/US2014/047157
Pressure Sensor for Monitoring a Subject and Pressure Sensor with Inflatable Bladder	United States European Union	8,672,853 PCT/US2011/039744
Apparatus for Monitoring Vital Signs of Emergency Victim	United States	8,287,452
Apparatus for Monitoring Vital Signs Having Fluid Bladder Beneath Padding	United States	8,444,558
Method and Apparatus for Monitoring Vital Signs Remotely	United States	11/849,051
Device and Method of Automated Substrate Control and Non-Intrusive Subject Monitoring	United States	14/740,832
Inflatable Air Mattress with Light and Voice Controls	United States	14/209,351
Inflatable Air Mattress Snoring Detection and Response	United States	14/206,841
Inflatable Air Mattress Alarm and Monitoring System	United States	14/209,222
Inflatable Air Mattress Autofill and Off Bed Pressure Adjustment	United States	14/209,335
Inflatable Air Mattress Sleep Environment Adjustment and Suggestions	United States	14/209,405
Inflatable Air Mattress System with Detection Technologies	United States	14/209,414

The following Patent Applications are jointly owned by the Company and Parent (the “Jointly-Owned Patents”):

Title	Jurisdiction	Application/Serial No.
Inflatable Air Mattress with Light and Voice Controls	United States	14/209,351
Inflatable Air Mattress Snoring Detection and Response	United States	14/206,841
Inflatable Air Mattress Alarm and Monitoring System	United States	14/209,222
Inflatable Air Mattress Autofill and Off Bed	United States	14/209,335

Pressure Adjustment		
Inflatable Air Mattress Sleep Environment Adjustment and Suggestions	United States	14/209,405
Inflatable Air Mattress System with Detection Technologies	United States	14/209,414

Trademarks

Mark	Jurisdiction	Application/Serial No.
BAM LABS	United States	86294699
WE MAKE BEDS SMART	United States	86163725
SMART BED TECHNOLOGY	United States	85756768
BAM	European Union	1099127
BAM	Australia	1099127
BAM	Japan	1099127
BAM	Republic of Korea	1099127
B	United States	85337148
BAM LABS	United States	85337183

Domain Name

bamlabs.com; Registrant Organization: BAM Labs, Inc.; Registration Expiration Date: October 31, 2022