

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Springs Global US, Inc.		03/30/2016	Corporation: DELAWARE
Springs Brands, LLC		03/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1100 Abernathy Rd., Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	4828928	ALLERGY SMART
Registration Number:	4692713	ALLERGY SMART
Registration Number:	4589741	ALLERGYSMART
Registration Number:	4589743	ALLERGYSMART
Registration Number:	4577281	BIG DEAL
Registration Number:	1473216	CENTENNIAL
Registration Number:	3975341	CLIPITS
Registration Number:	4026919	COMFORT BREEZE
Registration Number:	2197785	COMFORT PANEL
Registration Number:	3731436	COMFORT PROFILES
Registration Number:	4162006	COMFY PLUSH
Registration Number:	4761404	COOL CONTACT
Registration Number:	4739344	COOL INFUSION
Registration Number:	4638166	COOL LOFT
Registration Number:	1965631	CROWN ELITE
Registration Number:	2339257	DEEP POCKETS
Registration Number:	4923817	DREAMSPIRAL
Registration Number:	3810876	DRI-WISE FINISH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1489819	DUNDEE
Registration Number:	4645619	ENDLESS LOFT
Registration Number:	4332503	FRESH INFUSION
Registration Number:	4475990	FRESH INFUSION
Registration Number:	4552726	GO EVERYWHERE
Registration Number:	3810606	JEWEL-TEX
Registration Number:	4589744	KIDZSCENTZ
Registration Number:	4475878	LASTING FRESHNESS
Registration Number:	4475879	LASTING FRESHNESS
Registration Number:	4791470	LOFTGEL
Registration Number:	3561038	MAGIC GEL
Registration Number:	4791567	MAGIC GEL
Registration Number:	4519413	MEMORYFIL
Registration Number:	3857204	PACIFIC
Registration Number:	2140923	PRIMARY COMFORT
Registration Number:	4539522	QUIET ASSURANCE
Registration Number:	0841689	REGAL
Registration Number:	0829162	REGAL
Registration Number:	3728071	SELF EXPRESSION
Registration Number:	4183663	SELF EXPRESSION
Registration Number:	2011127	SIMPLYMADE
Registration Number:	2183453	SLEEP BASICS
Registration Number:	3688657	SMART COMFORT
Registration Number:	4552724	SMARTLOFT
Registration Number:	4799990	SMART SOLUTIONS
Registration Number:	3517758	SOLARIS
Registration Number:	1872206	SPRINGS
Registration Number:	1854448	SPRINGS
Registration Number:	4894975	SPRINGS
Registration Number:	4692614	SPRINGS HOME
Registration Number:	4777131	STAYMADE
Registration Number:	4659903	SUPPORT SOLUTIONS
Registration Number:	4328944	SUPRALOFT
Registration Number:	2028235	THE BODY HUG
Registration Number:	4009668	THE ESSENTIAL BLANKET
Registration Number:	2244064	THE GREAT MATTRESS PAD
Registration Number:	4332504	ULTRAAIR
Registration Number:	4023087	

Property Type	Number	Word Mark
Registration Number:	3697080	
Registration Number:	4756334	SIMPLY CLASSIC
Registration Number:	4576568	SIMPLY CLASSIC
Registration Number:	4298661	SPRINGMAID
Registration Number:	1723820	SPRINGMAID
Registration Number:	4298660	SPRINGMAID
Registration Number:	2517979	SPRINGMAID
Registration Number:	4023086	SPRINGMAID
Registration Number:	3694141	SPRINGMAID
Registration Number:	2053056	SPRING MAID

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.467

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 03/30/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Springs Global US, Inc. ("Global"), Springs Brands, LLC ("Brands"; Brands and Global, collectively "US Borrowers" and individually a "US Borrower"), Springs Canada, Inc. ("Canadian Borrower"; US Borrowers and Canadian Borrower, collectively, "Borrowers" and individually a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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 are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

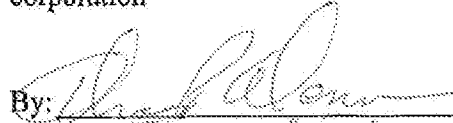
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SPRINGS GLOBAL US, INC., a Delaware corporation

By: 
Name: Thomas P. O'Connor
Title: President

SPRINGS BRANDS, LLC, a Delaware limited liability company

By: 
Name: G. Alan McManus
Title: Vice President & Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 

Name: Samantha Alexander

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005761 FRAME: 0276

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

SPRINGS GLOBAL US, INC.:

US Registrations

Trademark Name	Country	Reg No.	Reg. Date
ALLERGY SMART	U.S.	4,828,928	10/06/2015
ALLERGY SMART	U.S.	4,692,713	02/24/2015
ALLERGYSMART	U.S.	4,589,741	08/19/2014
ALLERGYSMART	U.S.	4,589,743	08/19/2014
BIG DEAL	U.S.	4,577,281	07/29/2014
CENTENNIAL	U.S.	1,473,216	01/19/1988
CLIPITS	U.S.	3,975,341	06/07/2011
COMFORT BREEZE	U.S.	4,026,919	09/13/2011
COMFORT PANEL	U.S.	2,197,785	10/20/1998
COMFORT PROFILES	U.S.	3,731,436	12/29/2009
COMFY PLUSH	U.S.	4,162,006	06/19/2012
COOL CONTACT	U.S.	4,761,404	06/23/2015
COOL INFUSION	U.S.	4,739,344	05/19/2015
COOL LOFT	U.S.	4,638,166	11/11/2014
CROWN ELITE	U.S.	1,965,631	04/02/1996
DEEP POCKETS	U.S.	2,339,257	04/04/2000
DREAM SPIRAL	U.S.	4,923,817	03/22/2016
DRI-WISE FINISH	U.S.	3,810,876	06/29/2010
DUNDEE (STYLIZED)	U.S.	1,489,819	05/31/1988
ENDLESS LOFT	U.S.	4,645,619	11/25/2014
FRESH INFUSION	U.S.	4,332,503	05/07/2013
FRESH INFUSION	U.S.	4,475,990	01/28/2014
GO EVERYWHERE	U.S.	4,552,726	06/17/2014
JEWEL-TEX	U.S.	3,810,606	06/29/2010
KIDZSCENTZ	U.S.	4,589,744	08/19/2014
LASTING FRESHNESS	U.S.	4,475,878	01/28/2014
LASTING FRESHNESS	U.S.	4,475,879	01/28/2014
LOFTGEL	U.S.	4,791,470	08/11/2015
MAGIC GEL	U.S.	3,561,038	01/13/2009
MAGIC GEL	U.S.	4,791,567	08/11/2015
MEMORYFIL	U.S.	4,519,413	04/22/2014

Trademark Name	Country	Reg No.	Reg. Date
PACIFIC	U.S.	3,857,204	10/05/2010
PRIMARY COMFORT	U.S.	2,140,923	03/03/1998
QUIET ASSURANCE	U.S.	4,539,522	05/27/2014
REGAL	U.S.	841,689	01/02/1968
REGAL	U.S.	829,162	05/23/1967
SELF EXPRESSION	U.S.	3,728,071	12/22/2009
SELF EXPRESSION	U.S.	4,183,663	07/31/2012
SIMPLYMADE	U.S.	2,011,127	10/22/1996
SLEEP BASICS	U.S.	2,183,453	08/25/1998
SMART COMFORT	U.S.	3,688,657	09/29/2009
SMARTLOFT	U.S.	4,552,724	06/17/2014
SMART SOLUTIONS	U.S.	4,799,990	08/25/2015
SOLARIS	U.S.	3,517,758	10/14/2008
SPRINGS & DESIGN	U.S.	1,872,206	01/10/1995
SPRINGS	U.S.	1,854,448	09/20/1994
SPRINGS	U.S.	4,894,975	02/02/2016
SPRINGS HOME	U.S.	4,692,614	02/24/2015
STAYMADE	U.S.	4,777,131	07/21/2015
SUPPORT SOLUTIONS	U.S.	4,659,903	12/23/2014
SUPRALOFT	U.S.	4,328,944	04/30/2013
THE BODY HUG	U.S.	2,028,235	01/07/1997
THE ESSENTIAL BLANKET	U.S.	4,009,668	08/09/2011
THE GREAT MATTRESS PAD	U.S.	2,244,064	05/04/1999
ULTRAIR	U.S.	4,332,504	05/07/2013

US Pending Applications

Trademark Name	Country	App No.	Filing Date
A BED FOR YOUR HEAD	U.S.	86878238	01/18/16
ALLERGYSHIELD	U.S.	86644415	05/28/15
COOL CONTACT	U.S.	86223045	3/17/14
DOWN ENCIRCLE	U.S.	86419084	10/9/14
DREAMSPIRAL	U.S.	86644100	5/28/15
DREAMSPIRAL	U.S.	86644136	5/28/15
DREAMSPUN	U.S.	86644172	05/28/15
DREAMSPUN	U.S.	86644157	05/28/15
DUNDEE	U.S.	86951168	3/24/16
DUNDEE	U.S.	86951169	3/24/16
MAGIC COOL	U.S.	86,038,637	8/15/13

Trademark Name	Country	App No.	Filing Date
MEMORYEFFECTS	U.S.	85794021	12/4/2012
MEMORYEFFECTS	U.S.	85794030	12/4/2012
MICROSPIRAL	U.S.	86796456	10/22/15
NO FLAT ZONE	U.S.	86787729	10/15/15
PERFECTGEL	U.S.	86340988	7/18/15
PURE BOUNCE	U.S.	86845169	12/10/15
PURE BOUNCE	U.S.	86845156	12/10/15
REACT!	U.S.	85866169	03/04/13
REACT!	U.S.	85866729	03/05/13
REACT!	U.S.	85866722	03/05/13
REACT!	U.S.	85866716	03/05/13
REACT!	U.S.	85866195	03/04/13
SLEEP BASICS	U.S.	86787938	10/14/15
SLEEPOLOGY	U.S.	86890883	1/29/16
SLEEPOLOGY	U.S.	86,890,898	1/29/16
SMART COMFORT	U.S.	86787667	10/14/15
SMART SOLUTIONS (PENDING)	U.S.	86396136	9/16/14
STAYLOFT	U.S.	86222720	03/17/14

Canada Registrations

Trademark Name	Country	Reg No.	Reg. Date
COLLAGE	CANADA	TMA 480,346	08/13/1997
COMFORT BLEND	CANADA	TMA 492,965	04/16/1998
COMFORT CORNERS	CANADA	TMA 635,398	03/16/2005
COMFORTSCAPES	CANADA	TMA 505,160	12/07/1998
GO CASUAL	CANADA	TMA 590,293	09/19/2003
HOME AT LAST	CANADA	TMA 543,422	04/04/2001
REGAL	CANADA	TMA 174,948	03/12/1971
REGISTRY	CANADA	TMA316734	07/25/1986
SLEEPSTYLE	CANADA	TMA 503,354	10/30/1998
SOFT ON KIDS	CANADA	TMA543423	04/04/2001
SPRINGS	CANADA	TMA446,696	08/25/1995
SPRINGSHOMECOLLECTION	CANADA	TMA892,151	12/12/2014

Canada Pending Applications

Trademark Name	Country	App No.	Filing Date
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REGAL	CANADA	331583-01	
RESILIENCE BY SPRINGS	CANADA	1555288	12/07/11
SOLARIS	CANADA	1655370	12/09/2013
STAYMADE	CANADA	1,566,626	05/01/2012
SUNSHIELD	U.S.	86340996	07/18/14

SPRING BRANDS, LLC:

US Registrations

Trademark	Country	Reg. No.	Reg. Date
RED AND WHITE FLOWER DESIGN	U.S.	4,023,087	09/06/2011
RED AND WHITE FLOWER DESIGN	U.S.	3,697,080	10/13/2009
SIMPLY CLASSIC	U.S.	4,756,334	06/16/2015
SIMPLY CLASSIC	U.S.	4,576,568	07/29/2014
SPRINGMAID	U.S.	4,298,661	03/05/2013
SPRINGMAID	U.S.	1,723,820	10/13/1992
SPRINGMAID	U.S.	4,298,660	03/05/2013
SPRINGMAID	U.S.	2,517,979	12/11/2001
SPRINGMAID & FLOWER DESIGN	U.S.	4,023,086	09/06/2011
SPRINGMAID & FLOWER DESIGN	U.S.	3,694,141	10/06/2009
SPRINGMAID (STYLIZED)	U.S.	2,053,056	04/15/1997

Pending US Applications

Trademark	Country	App. No.	Filing Date
EZ 2 HANG (DESIGN) - (PENDING)	U.S.	86219135	3/12/14
MADE FOR THE LIFE YOU'RE LIVING	U.S.	86735179	8/24/15
MADE FOR THE LIFE YOU'RE LIVING	U.S.	86735204	8/24/15
MADE FOR THE LIFE YOU'RE LIVING	U.S.	86735231	8/24/15
MADE FOR THE LIFE YOU'RE LIVING	U.S.	86735257	8/24/15
SPRINGMAID - FORT MILL SOUTH CAROLINA SINCE 1926 & DESIGN	U.S.	86734919	8/24/15
SPRINGMAID - FORT MILL SOUTH CAROLINA SINCE 1926 & DESIGN	U.S.	86734961	8/24/15
SPRINGMAID - FORT MILL SOUTH CAROLINA SINCE 1926 & DESIGN	U.S.	86735035	8/24/15
SPRINGMAID - FORT MILL SOUTH CAROLINA SINCE 1926 & DESIGN	U.S.	86735131	8/24/15

Canada Registrations

Trademark	Country	Reg. No.	Reg. Date
FLOWER DESIGN	CANADA	TMA 788,678	01/26/2011
NIGHTSCAPE	CANADA	TMA 896,379	02/12/2015
SPRINGMAID	CANADA	TMA 892,702	12/18/2014
SPRINGMAID	CANADA	UCA/36320	04/15/1965
SPRINGMAID SUPREMEYLY SOFT	CANADA	TMA 572,517	12/18/2002

Canada Pending Applications

Trademark	Country	App. No.	Filing Date
DRIFT	CANADA	1653481	11/25/2013
CLEARAWAY	CANADA	1623861	04/24/2013
FLAUNT	CANADA	1682720	06/25/2014
SPRINGMAID DESIGN & MARK (EST 1926)	CANADA	1743221	08/25/2015
STAINCLEAR	CANADA	1623870	04/24/2013