

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Supplement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempur-Pedic Management, LLC		10/24/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn Street LS2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87134783	THIS SLEEP IS POWER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166315		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	10/31/2016		
Total Attachments: 4			
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OP \$40.00 87134783

**TRADEMARK SECURITY AGREEMENT
(Supplement)**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantors under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor’s Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the “**Trademark Collateral**”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein

with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

TEMPUR-PEDIC MANAGEMENT, L.L.C

By: 

Name: James Schockett
Title: Vice President, Treasurer and
Assistant Secretary

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Richard Barritt
Title: Vice President

[Signature Page to TPX Trademark Security Agreement (Q3 2016)]

TRADEMARK
REEL: 005910 FRAME: 0786

Schedule 1
to Trademark
Security Agreement
For Q3 / 2016

TRADEMARK REGISTRATIONS

Owner	Trademark	Filing Date	Application No.	Registration Date	Registration No.
None.					

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>File Date</u>	<u>Application No.</u>
Tempur-Pedic Management, LLC	THIS POWER IS SLEEP	8/11/2016	87/134,783

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