

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Term Loan Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Bedding Company L.L.C.		11/08/2016	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Administrative Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4974255	SLEEP SIMPLE	
<b>Registration Number:</b>	4852950	THE MATTRESS SHOPPE	
<b>Registration Number:</b>	4299141	ESSENTIAL ELEMENTS	
<b>Registration Number:</b>	3491355	AMERICA'S MATTRESS	
<b>Registration Number:</b>	3684436	FIVE STAR MATTRESS	
<b>Registration Number:</b>	2927140	AMERICA'S MATTRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	029217-0298		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		

CH \$165.00 4974255

**DATE SIGNED:**

12/05/2016

**Total Attachments: 32**

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## SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 8, 2016, (this "Agreement"), by Dreamwell, Ltd., a Nevada limited liability company ("Dreamwell"), SSB Manufacturing (as defined below) and National Bedding (as defined below and together with Dreamwell and SSB Manufacturing, the "Grantors" and each, a "Grantor") in favor of Goldman Sachs Bank USA ("GS"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Top Borrower (as defined in Second Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation (formerly known as Simmons Bedding Company, "SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "Second Lien Lenders"), GS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Term Loan Agreement and Section 4.03(c) of the Security Agreement, 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 (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

SSB MANUFACTURING COMPANY

[formerly known as Simmons Bedding Company]

By: Kristen McGuffey  
Name: Kristen McGuffey  
Title: Executive Vice President, General Counsel  
and Secretary

DREAMWELL, LTD.


By: Kristen McGuffey  
Name: Kristen McGuffey  
Title: Vice President and Secretary

NATIONAL BEDDING COMPANY L.L.C.







By: Kristen McGuffey  
Name: Kristen McGuffey  
Title: General Counsel and Secretary

**SCHEDULE I**

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	5019345	SURFACECOOL
DREAMWELL, LTD.	5019333	NXG
DREAMWELL, LTD.	4941404	BEAUTYREST 3D
DREAMWELL, LTD.	5038097	
NATIONAL BEDDING COMPANY L.L.C.	4974255	SLEEP SIMPLE
NATIONAL BEDDING COMPANY L.L.C.	4852950	THE MATTRESS SHOPPE
DREAMWELL, LTD.	4871678	YOURFORM
DREAMWELL, LTD.	4725071	SIMMONS
DREAMWELL, LTD.	4813739	BEAUTYSLEEP
DREAMWELL, LTD.	4721382	BEAUTYREST
DREAMWELL, LTD.	4721248	COMFORPEDIC IQ
DREAMWELL, LTD.	4721223	RENEW
DREAMWELL, LTD.	4650294	BEAUTYREST
DREAMWELL, LTD.	4633733	DREAM IN BLACK
DREAMWELL, LTD.	4566776	SLEEP CLIMATE
DREAMWELL, LTD.	4558611	BEAUTYFOAM
DREAMWELL, LTD.	4589496	CROSSOVER
DREAMWELL, LTD.	4589443	ALLOY
DREAMWELL, LTD.	4569087	MERIDIAN
DREAMWELL, LTD.	4569053	SURI
DREAMWELL, LTD.	4580913	GIA

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	4580914	CANDACE
DREAMWELL, LTD.	4580915	MCKENNA
DREAMWELL, LTD.	4569054	PHOEBE
DREAMWELL, LTD.	4580916	ARIANNA
DREAMWELL, LTD.	4305102	NUFLEX
DREAMWELL, LTD.	4735628	RECHARGE
DREAMWELL, LTD.	4339588	
DREAMWELL, LTD.	4339589	
DREAMWELL, LTD.	4277101	COMFORPEDIC
NATIONAL BEDDING COMPANY L.L.C.	4299141	ESSENTIAL ELEMENTS
DREAMWELL, LTD.	4433044	GELTOUCH
DREAMWELL, LTD.	4151785	LIVING LIFE FULLY CHARGED
DREAMWELL, LTD.	4162489	TRUEENERGY
DREAMWELL, LTD.	4174462	Design Only 
DREAMWELL, LTD.	4151768	RECHARGE
DREAMWELL, LTD.	4155720	AIRCOOL
DREAMWELL, LTD.	4210881	REACTION MATERIAL
DREAMWELL, LTD.	4210831	ST. DOMINICK
DREAMWELL, LTD.	4126554	BEST OF BOTH WORLDS
DREAMWELL, LTD.	4129530	SMART RESPONSE

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	4026980	
DREAMWELL, LTD.	4112546	PHENOM
DREAMWELL, LTD.	4122426	BEAUTYREST BLACK BEYOND
DREAMWELL, LTD.	3877086	WESTMINSTER
DREAMWELL, LTD.	4132406	BETTER SLEEP THROUGH SCIENCE
DREAMWELL, LTD.	4135963	BOWLING BALL MATTRESS
DREAMWELL, LTD.	4119041	BEAUTYSOFT
DREAMWELL, LTD.	3929926	B 
DREAMWELL, LTD.	4159253	
DREAMWELL, LTD.	4003288	
DREAMWELL, LTD.	4003290	BEAUTYREST ANNIVERSARY
DREAMWELL, LTD.	4003287	
DREAMWELL, LTD.	4003289	
DREAMWELL, LTD.	4292646	BEAUTYREST ELEMENTS
DREAMWELL, LTD.	3727951	DEEP SLEEP



REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	3901285	ENDUROTECH
DREAMWELL, LTD.	3804347	SLEEP 4 YEARS
DREAMWELL, LTD.	3785779	TRANSFLEXION
DREAMWELL, LTD.	4070966	VARIFORM ADVANCED POCKETED COIL
DREAMWELL, LTD.	3986150	COMFOR PEDIC LOFT
DREAMWELL, LTD.	3998535	CONTOUR FIT
DREAMWELL, LTD.	3781905	SIMMONS KIDS
DREAMWELL, LTD.	3796389	BEAUTYREST STUDIO
DREAMWELL, LTD.	3781904	
DREAMWELL, LTD.	3752729	NASSAU
NATIONAL BEDDING COMPANY L.L.C.	3491355	AMERICA'S MATTRESS
DREAMWELL, LTD.	3595555	BEAUTYREST BEGINNINGS
DREAMWELL, LTD.	3365492	EXCEPTIONALE
DREAMWELL, LTD.	3591976	BEAUTYREST
DREAMWELL, LTD.	3731745	BEAUTYREST BLACK
DREAMWELL, LTD.	3731746	BEAUTYREST BLACK
DREAMWELL, LTD.	3574122	EVENLOFT
DREAMWELL, LTD.	3393270	BEAUTYREST BLACK
DREAMWELL, LTD.	3215296	ROOSEVELT
DREAMWELL, LTD.	3228657	BACKCARE BABY
DREAMWELL, LTD.	3233968	HEALTHSMART
DREAMWELL, LTD.	3344671	SIMMONS KIDS
DREAMWELL, LTD.	3146026	HEALTHSMART

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	3145987	HIS SIDE HER SIDE
DREAMWELL, LTD.	3534412	BACKCARE
DREAMWELL, LTD.	3189821	COMFOR-PEDIC
NATIONAL BEDDING COMPANY L.L.C.	3684436	FIVE STAR MATTRESS
DREAMWELL, LTD.	2992876	
DREAMWELL, LTD.	2810380	SIMMONS
DREAMWELL, LTD.	2791028	BEAUTYREST
DREAMWELL, LTD.	2847323	KENNEDY
DREAMWELL, LTD.	2912053	SUPER POCKETED COIL
DREAMWELL, LTD.	2826142	SHOOTING STAR
DREAMWELL, LTD.	2826143	LATITUDES
DREAMWELL, LTD.	2884857	DREAMWELL
DREAMWELL, LTD.	3189714	MOISTUREBAN
DREAMWELL, LTD.	2717164	WORLD CLASS
NATIONAL BEDDING COMPANY L.L.C.	2927140	AMERICA'S MATTRESS 
DREAMWELL, LTD.	2585251	<i>Beautyrest</i>
DREAMWELL, LTD.	2532958	PALM SPRINGS
DREAMWELL, LTD.	2548303	MADISON AVENUE
DREAMWELL, LTD.	2622831	CUMULUS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	2732503	TRITON
DREAMWELL, LTD.	2407982	POWERBEAM
DREAMWELL, LTD.	2418259	POWER SLEEP
DREAMWELL, LTD.	2373835	ST. RICHARD
DREAMWELL, LTD.	2373836	TRIDENT
DREAMWELL, LTD.	2349540	EDMONTON
DREAMWELL, LTD.	2363836	GLENDALE
DREAMWELL, LTD.	2371682	ST. MARK
DREAMWELL, LTD.	2381833	FARMINGTON
DREAMWELL, LTD.	2371683	AMHERST
DREAMWELL, LTD.	2380003	BIRMINGHAM
DREAMWELL, LTD.	2378110	ST. ANDREW
SIMMONS COMPANY	2439815	ASTORIA
DREAMWELL, LTD.	2158865	COLLECTOR'S EDITION
DREAMWELL, LTD.	2185599	FIRST IMPRESSION
DREAMWELL, LTD.	2201922	ENTRE
DREAMWELL, LTD.	2089232	CHAMBOURG
DREAMWELL, LTD.	2083943	ST. THOMAS
DREAMWELL, LTD.	2083945	ST. CAROLINE
DREAMWELL, LTD.	2091139	ST. MARTIN
DREAMWELL, LTD.	2091138	ST. STEPHEN
DREAMWELL, LTD.	2079253	EQUATION OF SLEEP
DREAMWELL, LTD.	2028820	WILLOWBROOK
DREAMWELL, LTD.	2017733	GLENWOOD
DREAMWELL, LTD.	2017734	MEADOWBROOK

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	2020809	AVONDALE
DREAMWELL, LTD.	2017737	FOREST GLEN
DREAMWELL, LTD.	2019233	OAKDALE
DREAMWELL, LTD.	2219191	
DREAMWELL, LTD.	2146787	
DREAMWELL, LTD.	1993518	EMPEROR
DREAMWELL, LTD.	1988656	TRIBEKA
DREAMWELL, LTD.	1988658	GREENWICH
DREAMWELL, LTD.	1988645	RYAN
DREAMWELL, LTD.	2038305	QUEBEC
DREAMWELL, LTD.	2033494	BRUSSELS
DREAMWELL, LTD.	1991332	MYSTIC
DREAMWELL, LTD.	1988644	MILAN
DREAMWELL, LTD.	1988643	ALEXANDER
DREAMWELL, LTD.	1988651	CYPRESS
DREAMWELL, LTD.	1993378	PROVIDENCE
SIMMONS COMPANY	2304404	POCKET COIL
DREAMWELL, LTD.	2478738	POCKETED COIL
DREAMWELL, LTD.	2191136	POCKET REST
DREAMWELL, LTD.	2036089	CONTENDER
DREAMWELL, LTD.	2036088	FINALIST
DREAMWELL, LTD.	2036091	CONTESTANT

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	2036090	MEDALIST
DREAMWELL, LTD.	2039393	RIVAL
DREAMWELL, LTD.	2030907	ACHIEVER
DREAMWELL, LTD.	2030862	THE DO NOT DISTURB MATTRESS
DREAMWELL, LTD.	2091655	EVENING WHISPER
DREAMWELL, LTD.	2010820	BEAUTYREST
DREAMWELL, LTD.	2022446	SIMMONS
DREAMWELL, LTD.	1901372	ROOSEVELT
DREAMWELL, LTD.	1898953	WINDSOR
DREAMWELL, LTD.	1904444	BEAUTYREST
DREAMWELL, LTD.	1961293	COLUMBIA
DREAMWELL, LTD.	1788183	<i>Beautyrest</i>
DREAMWELL, LTD.	1833346	BEAUTY-EDGE
DREAMWELL, LTD.	1747133	EMINENCE
DREAMWELL, LTD.	1779689	AMERICUS
DREAMWELL, LTD.	1697653	HARMONY
DREAMWELL, LTD.	1689575	ALEXANDRIA
DREAMWELL, LTD.	2070092	<i>Slumberland</i>
DREAMWELL, LTD.	2052985	SLUMBERLAND
DREAMWELL, LTD.	2091517	<i>Slumberland</i>

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	1556867	GOLDEN VALUE
DREAMWELL, LTD.	1554755	ULTRA FIT
DREAMWELL, LTD.	1521862	CONCORDE
DREAMWELL, LTD.	1542562	PARAMOUNT
DREAMWELL, LTD.	1404977	BEAUTYREST CONTINENTAL
DREAMWELL, LTD.	1324591	CARESSE
DREAMWELL, LTD.	1198771	BEAUTY SLEEP
DREAMWELL, LTD.	1154910	BACK GUARD
DREAMWELL, LTD.	1175204	SLUMBERLAND
DREAMWELL, LTD.	1042926	ECONO-PEDIC
DREAMWELL, LTD.	0970738	MAXIPEDIC
DREAMWELL, LTD.	0881255	LA GRANDE
DREAMWELL, LTD.	0866628	WORLD OF SLEEP
DREAMWELL, LTD.	0865743	GLAMOUREST
DREAMWELL, LTD.	0813001	BACKCARE
DREAMWELL, LTD.	811703	FABRISAN
DREAMWELL, LTD.	0732490	BELMONT
DREAMWELL, LTD.	730091	SILVER LABEL
DREAMWELL, LTD.	0682875	SLUMBER ROYAL
DREAMWELL, LTD.	0672494	VANDERBILT
SIMMONS COMPANY	0638778	SLEEPERS CHOICE
DREAMWELL, LTD.	602721	<i>Beautyrest</i>

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DREAMWELL, LTD.	0518793	<i>Deepsleep</i>
DREAMWELL, LTD.	0518794	<i>Olympic</i>
DREAMWELL, LTD.	525694	AMBASSADOR
DREAMWELL, LTD.	0522243	VOGUE
DREAMWELL, LTD.	0515127	TRAVELER
DREAMWELL, LTD.	0532319	SIMMONS
DREAMWELL, LTD.	0522187	<i>Hide-A-Bed</i>
DREAMWELL, LTD.	0513425	<b>BELMONT</b>
DREAMWELL, LTD.	0512535	<i>Beautyrest</i>
DREAMWELL, LTD.	0513421	MONARCH
DREAMWELL, LTD.	506989	<b>DREAMWELL</b>

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
SIMMONS COMPANY	0524621	<b>SLUMBER TIME</b>
DREAMWELL, LTD.	0318383	<b>DREAM SLEEP</b>
DREAMWELL, LTD.	0297286	<b>SLUMBERLAND</b>
DREAMWELL, LTD.	0283763	DEEP SLEEP

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
DREAMWELL, LTD.	87151692	SIMMONS
DREAMWELL, LTD.	87131649	INTERNET OF SLEEP
DREAMWELL, LTD.	87131657	INTERNET OF SLEEP
DREAMWELL, LTD.	87083356	BEAUTYCLOUD
DREAMWELL, LTD.	86956729	JEFFERSON LUXURY
DREAMWELL, LTD.	86955212	HEALTHSMART
DREAMWELL, LTD.	86749431	SMART MOTION BASE
DREAMWELL, LTD.	86743539	SMARTMOTION BASE
DREAMWELL, LTD.	86726964	SNORESTOPPER
DREAMWELL, LTD.	86590607	SIMMONS
DREAMWELL, LTD.	86503463	SIMMONS
DREAMWELL, LTD.	86503535	BEAUTYREST





**SCHEDULE II**

PATENTS

<b>REGISTERED OWNER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
DREAMWELL, LTD.	7748066	MATTRESS CENTER RIDGE COMPENSATOR
DREAMWELL, LTD.	7047581	STRANDED MATTRESS SPRING
DREAMWELL, LTD.	8099811	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	6944899	STRANDED MATTRESS SPRING
DREAMWELL, LTD.	7168117	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	6931685	ONE-SIDED MATTRESS
DREAMWELL, LTD.	7418753	ONE-SIDED MATTRESS
DREAMWELL, LTD.	7814594	ONE-SIDED MATTRESS
DREAMWELL, LTD.	6799344	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	7624464	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	8127383	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	6983499	ADJUSTABLE BED SHIELDS
DREAMWELL, LTD.	7827637	MATTRESS WITH FLAME RESISTANT MOISTURE BARRIER
DREAMWELL, LTD.	7992240	MATTRESS WITH PIVOTING MEMBER ATTACHED TO ADJUSTABLE BED FRAME
DREAMWELL, LTD.	7581271	LOW PROFILE MATTRESS
DREAMWELL, LTD.	8006529	METHODS FOR MANUFACTURING COIL SPRINGS
DREAMWELL, LTD.	8033231	PANEL QUILT MACHINE WITH FEEDER PROVIDING REDUCED DOWNTIME
DREAMWELL, LTD.	7017205	PLASTIC MATTRESS FOUNDATION
DREAMWELL, LTD.	7174583	ADJUSTABLE HEIGHT FOUNDATION

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	7690096	METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY
DREAMWELL, LTD.	7036173	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	7424763	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	7370380	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	7587775	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	8181293	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	7849542	MATTRESSES HAVING FLAME RESISTANT PANEL
DREAMWELL, LTD.	7174613	METHOD FOR MANUFACTURING A FOAM CORE HAVING CHANNEL CUTS
DREAMWELL, LTD.	6772463	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	7219381	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	7574763	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	8001639	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	6243900	ONE-SIDED MATTRESS CONSTRUCTION
DREAMWELL, LTD.	7096528	BED CONSTRUCTION WITH REDUCED SAGGING
DREAMWELL, LTD.	7444706	BED CONSTRUCTION WITH REDUCED SAGGING
DREAMWELL, LTD.	6408469	BED CONSTRUCTION WITH REDUCED SAGGING
DREAMWELL, LTD.	6561047	METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	6792819	METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE
DREAMWELL, LTD.	5974993	QUILTED BORDER WINDER APPARATUS SYSTEM AND METHOD
DREAMWELL, LTD.	D655965	FOOT PROTECTOR FOR A MATTRESS WITH A REVEAL
DREAMWELL, LTD.	D621197	MATTRESS
DREAMWELL, LTD.	D661925	COIL SPRING
DREAMWELL, LTD.	7200884	MATTRESS ASSEMBLY AND MANUFACTURING PROCESS FOR A MATTRESS USING ADHESIVE PATCHES
DREAMWELL, LTD.	D551012	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	D552397	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	D551011	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	D517844	PLASTIC MATTRESS FOUNDATION DRAWER
DREAMWELL, LTD.	6804849	QUILTED MATTRESS COVER WITH INVERTED SEAM
DREAMWELL, LTD.	6944900	QUILTED MATTRESS COVER WITH INVERTED SEAM
DREAMWELL, LTD.	7395568	SELF-CONTAINED ARTICULATED MATTRESS
DREAMWELL, LTD.	5940908	REINFORCED BEDDING FOUNDATIONS
DREAMWELL, LTD.	7165282	HINGED FOAM ASSEMBLY FOR MATTRESS MANUFACTURING
DREAMWELL, LTD.	6493887	BOX SPRING CORNER GUARD
DREAMWELL, LTD.	6687929	BOX SPRING CORNER GUARD
DREAMWELL, LTD.	6557198	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	6678905	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	7103933	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	6519798	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	6718726	METHOD AND APPARATUS FOR STORING AND TRANSPORTING STRINGS OF POCKETED COILS
DREAMWELL, LTD.	6263532	METHODS AND APPARATUS FOR REFURBISHING BEDDING MATTRESSES
DREAMWELL, LTD.	D655938	ADJUSTABLE BASE FOR A BED
DREAMWELL, LTD.	5987678	MULTIPLE FIRMNESS MATTRESS
DREAMWELL, LTD.	8250689	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	8689380	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	8307482	MATTRESS OR MATTRESS PAD WITH GEL SECTION
DREAMWELL, LTD.	8356372	SYSTEMS AND METHODS FOR HINGED BEDDING ASSEMBLIES
DREAMWELL, LTD.	9205483	METHODS FOR MANUFACTURING COIL SPRINGS
DREAMWELL, LTD.	8414732	MATTRESSES HAVING FLAME RESISTANT PANEL
DREAMWELL, LTD.	8800979	SYSTEMS AND METHODS FOR CUSHION SUPPORTS
DREAMWELL, LTD.	8984690	MATTRESS AND SIDE RAIL ASSEMBLY WITH HIGH AIRFLOW
DREAMWELL, LTD.	9301622	SHELL FOR MATTRESS FOR ADJUSTABLE BED

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	D712682	MATTRESS BORDER
DREAMWELL, LTD.	9145479	ODORLESS FOAM MATTRESS ASSEMBLY
DREAMWELL, LTD.	8893337	FIRE RESISTANT FLANGE FOR REMOVABLE TOP PANELS FOR USE IN MATTRESS ASSEMBLIES
DREAMWELL, LTD.	8979079	SPRING COILS FOR INNERSPRING ASSEMBLIES AND METHODS OF MANUFACTURE
DREAMWELL, LTD.	8490231	SYSTEMS, METHODS AND DESIGNS FOR HANDLES IN FURNITURE
DREAMWELL, LTD.	D681980	ASYMMETRIC COIL SPRING
DREAMWELL, LTD.	9161634	ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS
DREAMWELL, LTD.	8832888	MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW
DREAMWELL, LTD.	D683992	MATTRESS
DREAMWELL, LTD.	D677965	MATTRESS HANDLE
DREAMWELL, LTD.	D680358	MATTRESS HANDLE
DREAMWELL, LTD.	8918935	CHANNEL CUT CUSHION SUPPORTS
DREAMWELL, LTD.	8474805	MICROALLOYED SPRING
DREAMWELL, LTD.	8919752	MICROALLOYED SPRING
DREAMWELL, LTD.	9427091	MICROALLOYED SPRING
DREAMWELL, LTD.	D731820	MATTRESS
DREAMWELL, LTD.	9192245	MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW
DREAMWELL, LTD.	8813279	MATTRESSES AND MATTRESS FOUNDATIONS
DREAMWELL, LTD.	8904578	MULTI-PIECE MATTRESS SUPPORTING FOUNDATION

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	9003580	MATTRESS DISPLAY
DREAMWELL, LTD.	9314108	PLUNGER MATRIX MATTRESS ASSEMBLIES
DREAMWELL, LTD.	9314109	MODULAR PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9119478	DUAL-SPRING PLUNGER FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9226591	PLUNGER FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9259097	FOLDING PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9326616	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	9158141	THERMALLY ACTIVATED MATTRESS COVER AND DISPLAY
DREAMWELL, LTD.	D707061	MATTRESS
DREAMWELL, LTD.	D707060	MATTRESS AND FOUNDATION

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	11/416927	MATTRESS WITH CROWNED PANEL
DREAMWELL, LTD.	13/354571	MATTRESS OR MATTRESS PAD WITH GEL SECTION
DREAMWELL, LTD.	12/732876	METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY
DREAMWELL, LTD.	12/624634	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
DREAMWELL, LTD.	12/806723	SYSTEMS AND METHODS FOR MANUFACTURING SPRINGS WITH FOAM CHARACTERISTICS

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	13/015399	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	13/558092	FOAM MATTRESS ASSEMBLY WITH INCREASED AIRFLOW AND INDEPENDENT SUSPENSION
DREAMWELL, LTD.	13/560386	MATTRESS ASSEMBLY WITH HIGH AIRFLOW
DREAMWELL, LTD.	13/008720	ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS
DREAMWELL, LTD.	14/528331	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	14/582331	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	15/072419	ENERGY HARVESTING MATTRESS WITH THERMOELECTRIC FABRIC
DREAMWELL, LTD.	15/072397	TEMPERATURE CONTROL MATTRESS WITH THERMOELECTRIC FABRIC
DREAMWELL, LTD.	15/003936	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	15/003950	BEDDING PRODUCT PACKAGING AND PROCESS
DREAMWELL, LTD.	15/003953	STAGING CART FOR TRANSPORTING MATTRESSES
DREAMWELL, LTD.	15/003940	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	15/003944	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	15/003942	MATTRESS MANUFACTURING PROCESS AND APARATUS
DREAMWELL, LTD.	15/003929	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	15/004334	AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	15/003948	SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING



APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	PCT/US2016/014473	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/014525	AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/014576	SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING
DREAMWELL, LTD.	14/456423	SYSTEMS AND METHODS FOR CUSHION SUPPORTS
DREAMWELL, LTD.	14802385	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	15/084620	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	13/677666	MATTRESS FOUNDATION
DREAMWELL, LTD.	13/657130	MULTI-LAYERED CONVOLUTED FOAM LAYER
DREAMWELL, LTD.	13/689690	MATTRESS DISPLAY PACKAGING AND DISPLAY CONTAINER
DREAMWELL, LTD.	14/078837	HYBRID MATTRESS ASSEMBLIES
DREAMWELL, LTD.	15/076901	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	14/307635	DISPLAY DEVICE FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	14/046547	FIRE RESISTANT PANEL AND METHODS OF FIRE BLOCKING AN ARTICLE
DREAMWELL, LTD.	14/547669	FIRE RESISTANT PANEL INCLUDING VERTICALLY ORIENTED FIRE RETARDANT TREATED FIBERS AND AN ADAPTIVE COVERING MATERIAL
DREAMWELL, LTD.	14/600114	MATTRESS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	14/661378	ACCELERATED CALIBRATION SYSTEM FOR A SMART RESPONSE TECHNOLOGY MATTRESS
WCW INCORPORATED		

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	14/695659	WAVE SPRINGS AND CUSHIONING ARTICLES CONTAINING THE SAME
DREAMWELL, LTD.	14/708444	FIRMNESS CONTROL FOR A SMART RESPONSE TECHNOLOGY BODY SUPPORT
DREAMWELL, LTD.	14/718123	SMART RESPONSE TECHNOLOGY MATTRESS
DREAMWELL, LTD.	14/745739	ACTIVE THERMAL MATTRESS
DREAMWELL, LTD.	14/801867	AUGMENTED REALITY PRODUCT BROCHURE APPLICATION
DREAMWELL, LTD.	14/830764	SMART PILLOWS AND PROCESSES FOR PROVIDING ACTIVE NOISE CANCELLATION AND BIOFEEDBACK
DREAMWELL, LTD.	14/481419	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	14/528439	CUSHIONS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	14/537056	MATTRESS MANUFACTURING PROCESS AND APARATUS
DREAMWELL, LTD	14/958251	BEDDING PRODUCT INCLUDING COMPOSITE LAYER AND METHOD OF MANUFACTURE
DREAMWELL, LTD.	PCT/US2016/014480	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/014482	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/014476	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/014474	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	PCT/US2016/022817	TEMPERATURE CONTROL MATTRESS WITH THERMOELECTRIC FABRIC
DREAMWELL, LTD.	PCT/US2016/022820	ENERGY HARVESTING MATTRESS WITH THERMOELECTRIC FABRIC
DREAMWELL, LTD.	15/251112	HYBRID MATTRESS ASSEMBLIES

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/083332	MATTRESS ASSEMBLY INCLUDING THERMALLY CONDUCTIVE FOAM LAYER
DREAMWELL, LTD.	62/256404	MATTRESS WITH FLEXIBLE PRESSURE SENSOR
DREAMWELL, LTD.	14/716202	APPARATUS AND PROCESS FOR MEASURING VISCOELASTIC FOAM COMPRESSION RECOVERY
DREAMWELL, LTD.	14/830765	PILLOW SET WITH SNORING NOISE CANCELLATION
DREAMWELL, LTD.	62/222827	MATTRESS INCLUDING ADJUSTABLE COMFORT AND OR TEMPERATURE MANAGEMENT SYSTEMS
DREAMWELL, LTD.	62/396996	MATTRESS INCLUDING ADJUSTABLE COMFORT AND OR TEMPERATURE MANAGEMENT SYSTEMS
DREAMWELL, LTD.	29/552056	MATTRESS
DREAMWELL, LTD.	29/552057	MATTRESS
DREAMWELL, LTD.	29/552059	MATTRESS
DREAMWELL, LTD.	62/295370	MATTRESS PANEL INCLUDING ANTIMICROBIAL TREATED FIBERS OR FOAM
DREAMWELL, LTD.	62/368755	ADJUSTABLE MATTRESS FOUNDATION
NATIONAL BEDDING COMPANY	15/001539	MATTRESS AND ADJUSTABLE FOUNDATION SELECTION SYSTEM AND PROCESS

**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
National Bedding Company L.L.C.	SR0000627763	America's Mattress 60 Second Jingle.
National Bedding Company L.L.C.	SR0000628184	America's Mattress Jingle – 30 Seconds.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0004093430	It's never too early to start caring for your back.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0004752706	Simmons truckload sale.
Simmons Bedding Company (now known as SSB Manufacturing Company)	VA0000735511	BackCare floating man.
Simmons Bedding Company (now known as SSB Manufacturing Company)	PA0000772109	Dropping the ball.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0004093428	Dropping the ball.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0003673902	Beautyrest: The do-not-disturb mattress.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0003673901	Sleep Logic series.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0003673900	EOS: Equation of Sleep.
Simmons Bedding Company (now known as SSB Manufacturing Company)	TX0000189653	Beautyrest by Simmons. The physical fitness mattress.

**COPYRIGHT APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
NONE		

**EXHIBIT A**

[FORM OF]

SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] (**[each, a][the]** “**Grantor**”) in favor of Goldman Sachs Bank USA (“**GS**”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Second Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Term Loan Agreement”), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing”), as borrowers, the Lenders from time to time party thereto (the “Second Lien Lenders”) and GS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Term Loan Agreement, the [**Grantor**][**Grantors**] and the Administrative Agent have entered into that certain Second Lien Term Loan Intellectual Property Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) [**which was recorded at the United States Patent and Trademark Office on [●] at Reel/Frame No. [●], and at the United States Copyright Office on [●] at Volume/Page No. [●]**]<sup>1</sup>. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

<sup>1</sup> Included bracketed information to the extent then available.

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

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

[●]

By: \_\_\_\_\_

Name: [●]

Title: [●]

**SCHEDULE I**

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK



**SCHEDULE II**

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

**SCHEDULE III**

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE