

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SJC DLF II-A, LLC		02/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innocor, Inc.		
Street Address:	200 Schulz Drive, 2nd Floor		
City:	Red Bank		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Serial Number:	75436471	ABSOLUTE COMFORT SYSTEM	
Serial Number:	77369951	ACELLA-FLEX	
Serial Number:	77755009	B. O. B.	
Serial Number:	85122098		
Serial Number:	85122539		
Serial Number:	78430683	BODIEASE	
Serial Number:	78977213	BODIPEDIC	
Serial Number:	77431554	BODIPEDIC	
Serial Number:	85070859	BODIPEDIC	
Serial Number:	78958824	COMFÔRT	
Serial Number:	76577667	COMFORT GEL	
Serial Number:	77023696	COMFORT PLUS	
Serial Number:	75882646	COMFORT UNIVERSITY	
Serial Number:	77009063	COMFORTLUXE	
Serial Number:	77689232	COMFY CLUSTERS	
Serial Number:	78835372	COOLBREEZE	
Serial Number:	85278442	CUSTOMWAVE	
Serial Number:	77018551	DREAM MATTRESS	
Serial Number:	75705822	DREAM PILLOW	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	78842146	DREAMAWAY
Serial Number:	77460256	ECOTEMP
Serial Number:	78798371	HEALTHY SLEEPER
Serial Number:	85070854	
Serial Number:	85233138	
Serial Number:	78618285	KOOLCOMFORT
Serial Number:	78977034	KOOLCOMFORT
Serial Number:	75366216	LURA-TEX
Serial Number:	75527164	MEGACRATE
Serial Number:	75258082	MEMORY-FLEX
Serial Number:	85604082	
Serial Number:	75436427	NOVAFORM
Serial Number:	77948706	NOVAFORM GEL
Serial Number:	85112159	NOVAFORM GEL
Serial Number:	85112146	NOVAFORM GEL
Serial Number:	77332094	NOVAFORM GRANDE ELEGANCE
Serial Number:	77293509	NUTRATEMP
Serial Number:	76170654	PERSONAL EXPRESSIONS
Serial Number:	77628214	RIGHT-TEMP
Serial Number:	78866770	SLEEP ASSURED
Serial Number:	75278221	SLEEP INNOVATIONS
Serial Number:	85083212	SLEEP INNOVATIONS
Serial Number:	78832325	SLEEPWALKERS BY SLEEP INNOVATIONS
Serial Number:	77371171	SRT
Serial Number:	77661172	SURETEMP
Serial Number:	76263285	TEMPSOMA
Serial Number:	77424514	TEMPSOMA
Serial Number:	85168214	THE MAT
Serial Number:	76116505	THE SCIENCE OF COMFORT
Serial Number:	75263932	WE PUT THE COMFORT BACK IN YOUR BED

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

TRADEMARK

REEL: 005980 FRAME: 0987

ATTORNEY DOCKET NUMBER:	95627.00002 4925/0205
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	02/03/2017

Total Attachments: 7

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of February 3, 2017 is made by SJC DLF II-A, LLC, a Delaware limited liability company, in its capacity as agent (referred to herein as the "Agent"), in favor of Innocor, Inc., a New Jersey corporation (the "Company") (formerly known as Sleep Innovations, Inc.), pursuant to that certain Amended and Restated Term Loan Agreement, dated as of March 31, 2014 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Comfort Intermediate Holding, LLC, a Delaware limited liability company, Innocor, Inc., a New Jersey Corporation, Innocor West, LLC, a California limited liability company, Innocor East, LLC, a New Jersey limited liability company, Innocor Central, LLC, an Indiana limited liability company, Innocor Foam Technologies, LLC, a Delaware limited liability company, Innocor Foam Technologies Lebanon, LLC, a Delaware limited liability company, Innocor Foam Technologies Newburyport, LLC, a Delaware limited liability company, Innocor Foam Technologies West Chicago, LLC, a Delaware limited liability company, Innocor Foam Technologies Brenham, LLC, a Delaware limited liability company, Innocor Foam Technologies – ACP, Inc., a Delaware corporation, Innocor Foam Technologies – Moeller, Inc., an Ohio corporation, the lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of November 16, 2012, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on December 21, 2012 at Reel/Frame No. 4925/0205;

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Lender Group a lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks listed on Schedule A attached hereto (the "Released Trademarks"); and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

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SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish, terminate in its entirety and discharge its lien on and security interest in and to all of its right, title and interest in to and under the Trademark Collateral, including without limitation the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company and the Company's agents, representatives and designees to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments or terminations with the applicable filing office in order to memorialize the release and termination of the security interest of the Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents, representatives or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Trademark Collateral.


SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to applicable federal laws.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

SJC DLF II-A, LLC,
as Agent

By: 
Name: Stephen J. Czech
Title: Executive Officer

[Signature Page to Notice of Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005980 FRAME: 0991

SCHEDULE A

Trademark Registrations / Applications

Grantor	Country	Mark	Serial No./ Filing	Reg. No./ Reg.
Sleep Innovations, Inc.	United States of America	ABSOLUTE COMFORT SYSTEM	75/436,471 18-Feb-1998	2,471,859 24-Jul-2001
Sleep Innovations, Inc.	United States of America	ACELLA-FLEX	77/369,951 11-Jan-2008	3,504,310 23-Sep-2008
Sleep Innovations Inc.	United States of America	B.O.B.	77-755009 9-June-2009	3,874,340 9-Nov-2010
Sleep Innovations, Inc.	United States of America	BLUE SPECKLED MATTRESS TOPPER TRADE DRESS (DESIGN)	85/122,098 02-Sep-2010	N/A
Sleep Innovations, Inc.	United States of America	BLUE SPECKLED MATTRESS TRADE DRESS (DESIGN)	85/122,539 03-Sep-2010	N/A
Sleep Innovations, Inc.	United States of America	BODIEASE	78/430683 7-Jun-2004	3115073 11-Jul-2006
Sleep Innovations, Inc.	United States of America	BODIPEDIC	78/977,213 29-Apr-2005	3,137,309 29-Aug-2006
Sleep Innovations, Inc.	United States of America	BODIPEDIC	77/431,554 26-Mar-2008	3,495,925 02-Sep-2008
Sleep Innovations, Inc.	United States of America	BODIPEDIC & DESIGN	85/070,859 24-Jun-2010	3,916,902 08-Feb-2011
Sleep Innovations, Inc.	United States of America	COMFORT (Stylized)	78/958,824 23-Aug-2006	3,407,309 01-Apr-2008
Sleep Innovations, Inc.	United States of America	COMFORT GEL	76/577,667 25-Feb-2004	3,280,297 14-Aug-2007
Sleep Innovations, Inc.	United States of America	COMFORT PLUS	77/023,696 18-Oct-2006	3,346,798 04-Dec-2007
Sleep Innovations, Inc.	United States of America	COMFORT UNIVERSITY	75/882,646 28-Dec-1999	2,598,671 23-Jul-2002

Sleep Innovations, Inc.	United States of America	COMFORTLUXE	77/009,063 27-Sep-2006	3,406,005 01-Apr-2008
Sleep Innovations, Inc.	United States of America	COMFY CLUSTERS	77/689,232 12-Mar-2009	3,819,339 13-Jul-2010
Sleep Innovations, Inc.	United States of America	COOLBREEZE	78/835,372 13-Mar-2006	3,332,221 06-Nov-2007
Sleep Innovations, Inc.	United States of America	CUSTOMWAVE	85/278,442 28-Mar-2011	4,126,778 10-Apr-2012
Sleep Innovations, Inc.	United States of America	DREAM MATTRESS	77/018,551 11-Oct-2006	3,406,033 01-Apr-2008
Sleep Innovations, Inc.	United States of America	DREAM PILLOW	75/705,822 13-May-1999	2,553,247 26-Mar-2002
Sleep Innovations, Inc.	United States of America	DREAMAWAY	78/842,146 21-Mar-2006	3,194,068 02-Jan-2007
Sleep Innovations, Inc.	United States of America	ECOTEMP	77/460,256 29-Apr-2008	3,680,868 08-Sep-2009
Sleep Innovations, Inc.	United States of America	HEALTHY SLEEPER	78/798,371 24-Jan-2006	3,236,489 01-May-2007
Sleep Innovations, Inc.	United States of America	HOOF & HOOF PRINT DESIGN ONLY	85/070,854 24-Jun-2010	4,007,398 02-Aug-2011
Sleep Innovations, Inc.	United States of America	HOOF & HOOF PRINT DESIGN ONLY	85/233,138 03-Feb-2011	4,126,637 10-Apr-2012
Sleep Innovations, Inc.	United States of America	KOOLCOMFORT	78/618,285 27-Apr-2005	3,442,318 03-Jun-2008
Sleep Innovations, Inc.	United States of America	KOOLCOMFORT	78/977,034 27-Apr-2005	3,168,814 07-Nov-2006
Sleep Innovations, Inc.	United States of America	LURA-TEX	75/366,216 01-Oct-1997	2,198,360 20-Oct-1998
Sleep Innovations, Inc.	United States of America	MEGACRATE	75/527,164 29-Jul-1998	2,354,111 30-May-2000

Sleep Innovations, Inc.	United States of America	MEMORY-FLEX	75/258,082 17-Mar-1997	2,140,886 03-Mar-1998
Sleep Innovations, Inc.	United States of America	MISCELLANEOUS DESIGN (BLUE PILLOW)	85/604,082 20-Apr-2012	
Sleep Innovations, Inc.	United States of America	NOVAFORM	75/436,427 18-Feb-1998	2,486,472 11-Sep-2001
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL	77/948,706 02-Mar-2010	3,967,388 24-May-2011
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL & BUBBLE DESIGN (B&W)	85/112,159 20-Aug-2010	4,010,462 09-Aug-2011
Sleep Innovations, Inc.	United States of America	NOVAFORM GEL & BUBBLE DESIGN (Color)	85/112,146 20-Aug-2010	4,010,461 09-Aug-2011
Sleep Innovations, Inc.	United States of America	NOVAFORM GRANDE ELEGANCE	77/332,094 16-Nov-2007	3,592,457 17-Mar-2009
Sleep Innovations, Inc.	United States of America	NUTRATEMP	77/293,509 02-Oct-2007	3,573,572 10-Feb-2009
Sleep Innovations, Inc.	United States of America	PERSONAL EXPRESSIONS	76/170,654 26-Nov-2000	2,602,530 30-Jul-2002
Sleep Innovations, Inc.	United States of America	RIGHT-TEMP	77/628,214 08-Dec-2008	N/A
Sleep Innovations, Inc.	United States of America	SLEEP ASSURED	78/866,770 21-Apr-2006	3,332,505 06-Nov-2007
Sleep Innovations, Inc.	United States of America	SLEEP INNOVATIONS	75/278,221 21-Apr-1997	2,213,871 29-Dec-1998
Sleep Innovations, Inc.	United States of America	SLEEP INNOVATIONS & DESIGN	85/083,212 13-Jul-2010	4,013,710 16-Aug-2011
Sleep Innovations, Inc.	United States of America	SLEEPWALKERS BY SLEEP INNOVATIONS	78/832,325 08-Mar-2006	3,332,193 06-Nov-2007
Sleep Innovations, Inc.	United States of America	SRT	77/371,171 14-Jan-2008	3,605,018 14-Apr-2009

Sleep Innovations, Inc.	United States of America	SURETEMP	77/661,172 02-Feb-2009	3,871,065 02-Nov-2010
Sleep Innovations, Inc.	United States of America	TEMPSOMA	76/263,285 25-May-2001	2,640,891 22-Oct-2002
Sleep Innovations, Inc.	United States of America	TEMPSOMA	77/424,514 18-Mar-2008	3,495,916 02-Sep-2008
Sleep Innovations, Inc.	United States of America	THE MAT & BLUE LOGO	85/168,214 03-Nov-2010	4,062,396 29-Nov-2011
Sleep Innovations, Inc.	United States of America	THE SCIENCE OF COMFORT	76/116,505 25-Aug-2002	2,784,622 18-Nov-2003
Sleep Innovations, Inc.	United States of America	WE PUT THE COMFORT BACK IN YOUR BED	75/263,932 26-Mar-1997	2,293,137 16-Nov-1999

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