

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innocor, Inc.		02/03/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center		
Internal Address:	101 N Tryon Street Mailcode:NC1-001-05-46		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 94			
Property Type	Number	Word Mark	
Serial Number:	86352641	ASCELA	
Serial Number:	86669881	CONSTANTCOOL	
Serial Number:	86794809	COPPERREST	
Serial Number:	86973235	CORE SOLUTIONS POWERED BY INNOVATION	
Serial Number:	87144782	CORGUARD	
Serial Number:	86809722	CRADLING CLOUD	
Serial Number:	86871073	CUDDLY COMFORT	
Serial Number:	87144640	CUSHIONCOR	
Serial Number:	87228216	DOWNREST	
Serial Number:	87144979	EVENCOR	
Serial Number:	86965331	EVENCOR	
Serial Number:	87144982	EVENCOR C6	
Serial Number:	86965328	EVENCOR C6	
Serial Number:	87144985	EVENCOR GEL	
Serial Number:	87048640	EVENCOR GEL	
Serial Number:	87144989	EVENCOR GELPLUS	
Serial Number:	87048636	EVENCOR GELPLUS	
Serial Number:	87144984	EVENCOR THERMA	

CH \$2365.00 86352641

Property Type	Number	Word Mark
Serial Number:	87048632	EVENCOR THERMA
Serial Number:	86794788	FEEL YOUR BEST WITH COPPERREST
Serial Number:	87224127	FIND YOUR FIT
Serial Number:	86840999	FREEFOAM
Serial Number:	87145000	HYPERCOR
Serial Number:	86965324	HYPERCOR
Serial Number:	87145003	LURACOR
Serial Number:	86965320	LURACOR
Serial Number:	86395211	NOVAFORM SERAFINA
Serial Number:	86742793	NOVAFORM SERAFINA PEARL
Serial Number:	86727288	NUCOOL
Serial Number:	86414590	PERFECTEMP
Serial Number:	86782521	SERAFINA
Serial Number:	87242065	SKYLAR
Serial Number:	86742777	SOOTHING COOL
Serial Number:	86414595	STAYCOOL
Serial Number:	86704241	THREE LAYER COMFORT
Serial Number:	86714699	TRICOMFORT GEL MEMORY FOAM
Serial Number:	86714702	TRICOMFORT TECHNOLOGY
Serial Number:	86668337	TRIPLE LAYER COMFORT
Serial Number:	86841017	WEIGHTFREE
Registration Number:	2140886	MEMORY-FLEX
Registration Number:	2198360	LURA-TEX
Registration Number:	2213871	SLEEP INNOVATIONS
Registration Number:	2293137	WE PUT THE COMFORT BACK IN YOUR BED
Registration Number:	2354111	MEGACRATE
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM
Registration Number:	2486472	NOVAFORM
Registration Number:	2553247	DREAM PILLOW
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	3137309	BODIPEDIC
Registration Number:	3168814	KOOLCOMFORT
Registration Number:	3194068	DREAMAWAY
Registration Number:	3406005	COMFORTLUXE
Registration Number:	3442318	KOOLCOMFORT
Registration Number:	3504310	ACELLA-FLEX
Registration Number:	3573572	NUTRATEMP
Registration Number:	3592457	NOVAFORM GRANDE ELEGANCE

Property Type	Number	Word Mark
Registration Number:	3871065	SURETEMP
Registration Number:	3874340	B. O. B.
Registration Number:	3967388	NOVAFORM GEL
Registration Number:	4007398	
Registration Number:	4010461	NOVAFORM GEL
Registration Number:	4010462	NOVAFORM GEL
Registration Number:	4013710	SLEEP INNOVATIONS
Registration Number:	4062396	THE MAT
Registration Number:	4126778	CUSTOMWAVE
Registration Number:	4126637	
Registration Number:	4386172	
Registration Number:	4303471	
Registration Number:	4355305	COMFORT CRESCENT
Registration Number:	4522973	COMFORT CO
Registration Number:	4538410	COMFORT ARC
Registration Number:	4538567	ENDURAFRESH
Registration Number:	4538566	ENDURAFRESH
Registration Number:	4544429	CUSHION SUPPORT
Registration Number:	4553186	COMFORT CO
Registration Number:	4561525	COMFORT THAT KNOWS YOU
Registration Number:	4586169	COMFORT CO.
Registration Number:	4594041	ABSOLUTE COMFORT
Registration Number:	4626165	ADAPTICOOL
Registration Number:	4667593	COMFORT U
Registration Number:	4704414	COMFORT MADE TOUGH
Registration Number:	4753003	CONSTANTCOOL
Registration Number:	4841677	LOUNGEABLES
Registration Number:	4978824	COMFORTGRANDE
Registration Number:	4978745	LASTINGCOOL
Registration Number:	4983574	COMFORT CO.
Registration Number:	4987343	BELLA VENTA
Registration Number:	4998518	COMFORT CO
Registration Number:	5041968	VERSAMAT
Registration Number:	5050207	INNOCOR
Registration Number:	5050208	INNOCOR COMFORT
Registration Number:	5050209	INNOCOR FOAM TECHNOLOGIES
Registration Number:	5055226	COOLVENT DESIGN
Registration Number:	5091554	COMFORT THAT WORKS AS HARD AS YOU DO

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 2:** Suite 1000**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 042525-0086**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /S/ Angela M. Amaru**DATE SIGNED:** 02/03/2017**Total Attachments: 10**

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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 3, 2017 (this "Agreement"), is made by Innocor, Inc., a New Jersey corporation, and Innocor Foam Technologies – ACP, Inc., a Delaware corporation (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties, including those from time to time party to the Second Lien Credit Agreement, dated as of February 3, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BCPE INCR Purchaser, Inc., a Delaware corporation ("Holdings"), BCPE INCR Merger Sub, LLC, a Delaware limited liability company ("Merger Sub") (which on the Closing Date shall be merged with and into Comfort Holding, LLC, a Delaware limited liability company (the "Company"), with the Company surviving such merger as the Borrower), the Lenders from time to time party thereto, and Bank of America, N.A., as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of February 3, 2017 in favor of the Collateral Agent for the benefit of the Secured Parties (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the

“Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademarks of the Grantor under this Second Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

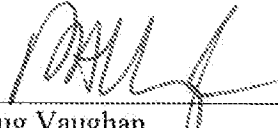
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

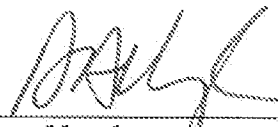
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

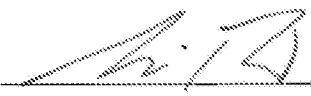
INNOCOR, INC.,
as a Grantor

By: 
Name: Doug Vaughan
Title: Chief Financial Officer

**INNOCOR FOAM TECHNOLOGIES – ACP,
INC.,**
as a Grantor

By: 
Name: Doug Vaughan
Title: Chief Financial Officer





BANK OF AMERICA, N.A.,
as the Collateral Agent




By: 
Name: _____
Title: Aashish Dhakad
Director

SCHEDULE A

U.S. Trademark Registrations and Applications

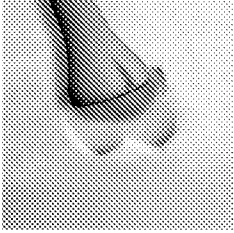






Applications –



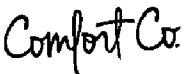

Credit Party – Owner	Trademark	Image	Application Number	Filing Date
Innocor, Inc.	ASCELA		86352641	07/30/2014
Innocor, Inc.	CONSTANTCOOL		86669881	06/22/2015
Innocor, Inc.	COPPERREST		86794809	10/21/2015
Innocor, Inc.	CORE SOLUTIONS POWERED BY INNOVATION		86973235	04/12/2016
Innocor, Inc.	CORGUARD		87144782	08/19/2016
Innocor, Inc.	CRADLING CLOUD		86809722	11/04/2015
Innocor, Inc.	CUDDLY COMFORT		86871073	01/11/2016
Innocor, Inc.	CUSHIONCOR		87144640	08/19/2016
Innocor, Inc.	DOWNREST		87228216	11/07/2016
Innocor, Inc.	EVENCOR		87144979	08/19/2016
Innocor, Inc.	EVENCOR and Design		86965331	04/05/2016
Innocor, Inc.	EVENCOR C6		87144982	08/19/2016
Innocor, Inc.	EVENCOR C6 and Design		86965328	04/05/2016
Innocor, Inc.	EVENCOR GEL		87144985	08/19/2016
Innocor, Inc.	EVENCOR GEL and Design		87048640	05/24/2016
Innocor, Inc.	EVENCOR GELPLUS		87144989	08/19/2016
Innocor, Inc.	EVENCOR GELPLUS and Design		87048636	05/24/2016

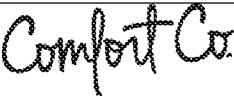

Innocor, Inc.	EVENCOR THERMA		87144984	08/19/2016
Innocor, Inc.	EVENCOR THERMA and Design		87048632	05/24/2016
Innocor, Inc.	FEEL YOUR BEST WITH COPPERREST		86794788	10/21/2015
Innocor, Inc.	FIND YOUR FIT		87224127	11/02/2016
Innocor, Inc.	FREEFOAM		86840999	12/07/2015
Innocor, Inc.	HYPERCOR		87145000	08/19/2016
Innocor, Inc.	HYPERCOR and Design		86965324	04/05/2016
Innocor, Inc.	LURACOR		87145003	08/19/2016
Innocor, Inc.	LURACOR and Design		86965320	04/05/2016
Innocor, Inc.	NOVAFORM SERAFINA		86395211	09/15/2014
Innocor, Inc.	NOVAFORM SERAFINA PEARL		86742793	08/31/2015
Innocor, Inc.	NUCOOL		86727288	08/17/2015
Innocor, Inc.	PERFECTEMP		86414590	10/03/2014
Innocor, Inc.	SERAFINA		86782521	10/08/2015
Innocor, Inc.	SKYLAR		87242065	11/18/2016
Innocor, Inc.	SOOTHING COOL		86742777	08/31/2015
Innocor, Inc.	STAYCOOL		86414595	10/03/2014
Innocor, Inc.	THREE LAYER COMFORT		86704241	07/24/2015
Innocor, Inc.	TRICOMFORT GEL MEMORY FOAM		86714699	08/04/2015
Innocor, Inc.	TRICOMFORT TECHNOLOGY		86714702	08/04/2015
Innocor, Inc.	TRIPLE LAYER COMFORT		86668337	06/19/2015
Innocor, Inc.	WEIGHTFREE		86841017	12/07/2015

Registrations –

Credit Party – Owner	Trademark	Image	Registration Number (Application Number)	Registration Date
Innocor, Inc.	MEMORY-FLEX		2140886	03/03/1998
Innocor, Inc.	LURA-TEX		2198360	10/20/1998
Innocor, Inc.	SLEEP INNOVATIONS		2213871	12/29/1998
Innocor, Inc.	WE PUT THE COMFORT BACK IN YOUR BED		2293137	11/16/1999
Innocor, Inc.	MEGACRATE		2354111	05/30/2000
Innocor, Inc.	ABSOLUTE COMFORT SYSTEM		2471859	07/24/2001
Innocor, Inc.	NOVAFORM		2486472	09/11/2001
Innocor, Inc.	DREAM PILLOW		2553247	03/26/2002
Innocor, Inc.	PERSONAL EXPRESSIONS		2602530	07/30/2002
Innocor Foam Technologies - ACP, Inc.	LIFESTYLE		2953102	05/17/2005
Innocor, Inc.	BODIPEDIC		3137309	08/29/2006
Innocor, Inc.	KOOLCOMFORT		3168814	11/07/2006
Innocor, Inc.	DREAMAWAY		3194068	01/02/2007
Innocor Foam Technologies - ACP, Inc.	FLEXGUARD		3199292	01/16/2007
Innocor, Inc.	COMFORTLUXE		3406005	04/01/2008
Innocor, Inc.	KOOLCOMFORT		3442318	06/03/2008
Innocor Foam Technologies - ACP, Inc.	BIOFLEX		3502425	09/16/2008
Innocor, Inc.	ACELLA-FLEX		3504310	09/23/2008
Innocor, Inc.	NUTRATEMP		3573572	02/10/2009
Innocor, Inc.	NOVAFORM GRANDE ELEGANCE		3592457	03/17/2009

Innocor, Inc.	SURETEMP		3871065	11/02/2010
Innocor, Inc.	B.O.B.		3874340	11/09/2010
Innocor, Inc.	NOVAFORM GEL		3967388	05/24/2011
Innocor, Inc.	Design only		4007398	08/02/2011
Innocor, Inc.	NOVAFORM GEL and Design		4010461	08/09/2011
Innocor, Inc.	NOVAFORM GEL and Design		4010462	08/09/2011
Innocor, Inc.	SLEEP INNOVATIONS and Design		4013710	08/16/2011
Innocor, Inc.	THE MAT and Design		4062396	11/29/2011
Innocor, Inc.	CUSTOMWAVE		4126778	04/10/2012
Innocor, Inc.	Design only		4126637	04/10/2012
Innocor Foam Technologies - ACP, Inc.	G FLEX		4171103	07/10/2012
Innocor, Inc.	Design only		4386172	08/20/2013

Innocor, Inc.	Design only		4303471	03/19/2013
Innocor, Inc.	COMFORT CRESCENT		4355305	06/18/2013
Innocor, Inc.	COMFORT CO		4522973	04/29/2014
Innocor, Inc.	COMFORT ARC		4538410	05/27/2014
Innocor, Inc.	ENDURAFRESH		4538567	05/27/2014
Innocor, Inc.	ENDURAFRESH and Design		4538566	05/27/2014
Innocor, Inc.	CUSHION SUPPORT and Design		4544429	06/03/2014
Innocor, Inc.	COMFORT CO		4553186	06/17/2014
Innocor, Inc.	COMFORT THAT KNOWS YOU		4561525	07/01/2014
Innocor, Inc.	COMFORT CO. in Stylized Letters		4586169	08/12/2014
Innocor, Inc.	ABSOLUTE COMFORT		4594041	08/26/2014
Innocor, Inc.	ADAPTICOOL		4626165	10/21/2014
Innocor, Inc.	COMFORT U and Design		4667593	01/06/2015
Innocor, Inc.	COMFORT MADE TOUGH		4704414	03/17/2015
Innocor, Inc.	CONSTANTCOOL		4753003	06/09/2015
Innocor, Inc.	LOUNGEABLES		4841677	10/27/2015

Innocor, Inc.	COMFORTGRANDE		4978824	06/14/2016
Innocor, Inc.	LASTINGCOOL		4978745	06/14/2016
Innocor, Inc.	COMFORT CO. in Stylized Letters		4983574	06/21/2016
Innocor, Inc.	BELLA VENTA		4987343	06/28/2016
Innocor, Inc.	COMFORT CO		4998518	07/12/2016
Innocor, Inc.	VERSAMAT		5041968	09/13/2016
Innocor, Inc.	INNOCOR		5050207	09/27/2016
Innocor, Inc.	INNOCOR COMFORT		5050208	09/27/2016
Innocor, Inc.	INNOCOR FOAM TECHNOLOGIES		5050209	09/27/2016
Innocor, Inc.	COOLVENT DESIGN		5055226	10/04/2016
Innocor, Inc.	COMFORT THAT WORKS AS HARD AS YOU DO		5091554	11/29/2016