

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOBEL WESTEX		03/21/2017	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	MAC: E2040-030, 2450 Colorado Ave., Ste. 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 142</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4477800	BED MIX	
<b>Registration Number:</b>	4475024	BEDMIX	
<b>Registration Number:</b>	4524737	BELVEDERE COURT	
<b>Registration Number:</b>	4707035	BELVEDERE ROW	
<b>Registration Number:</b>	4649298	CHELSEA	
<b>Registration Number:</b>	4477805	CHELSEA COLLECTION	
<b>Registration Number:</b>	4824891	CHELSEA HOME	
<b>Registration Number:</b>	4478031	CRISTOBEL COLLECTION	
<b>Registration Number:</b>	4709649	ENDURE	
<b>Registration Number:</b>	4707036	EXCELLENCE COLLECTION	
<b>Registration Number:</b>	4478030	LILLIAN ANDERSON	
<b>Registration Number:</b>	4649299	PURE ELEGANCE	
<b>Registration Number:</b>	4667143	PURE OPULENCE	
<b>Registration Number:</b>	4964441	PYRAMID	
<b>Registration Number:</b>	2940222	PYRAMID	
<b>Registration Number:</b>	4707039	PYRAMID EXCEL	
<b>Registration Number:</b>	4767045	QUINTESSENCE	
<b>Registration Number:</b>	4898137	REGAL EXCELLENCE	
<b>Registration Number:</b>	4898136	ROYAL EXCELLENCE	

CH \$3565.00 4477800

Property Type	Number	Word Mark
Registration Number:	4649296	SIGNET
Registration Number:	4707038	SIGNET EXCELLENCE
Registration Number:	4707037	SIGNET PREMIER COLLECTION
Registration Number:	4993247	SOFT AND COZY
Registration Number:	4649295	WARDROBE
Registration Number:	5097185	SLEEP LIKE A KING
Registration Number:	5097184	SLEEP LIKE A KING
Registration Number:	5097183	SLEEP LIKE A KING
Registration Number:	5092290	SLEEP LIKE A KING
Registration Number:	5079041	SLEEP LIKE A KING
Registration Number:	5023000	CENTER POINT
Registration Number:	5022950	COLORREST
Registration Number:	5032133	FADESAFE
Registration Number:	5032132	FADESAFE
Registration Number:	4580616	ZONE DEFENSE
Registration Number:	4629080	ZONE DEFENSE
Registration Number:	4325696	PERFORMANCE TESTED. HOTEL APPROVED.
Registration Number:	4538294	PULL PROOF
Registration Number:	4318439	PROTECT YOUR GUEST
Registration Number:	4325497	PROTECT YOUR GUEST
Registration Number:	4084015	SOBELLISSIMA
Registration Number:	4286619	URBANA
Registration Number:	3998155	SAHARA NIGHTS
Registration Number:	4064467	BELLAZURE
Registration Number:	3407360	SOBELLINA
Registration Number:	3514363	SAHARA NIGHTS
Registration Number:	3407359	DOLCE VITA
Registration Number:	3407358	DOLCE NOTTE
Registration Number:	3510184	BELLA COSA
Registration Number:	2804995	OXBRIDGE
Registration Number:	2732206	SOBELLUX
Registration Number:	2700471	SOBELLA
Registration Number:	2700470	SOBELLA
Registration Number:	2700469	SOBELLA
Registration Number:	3935150	BELLAZURE
Registration Number:	3938551	SOBELLIGNÉ
Registration Number:	3938550	SOBELLIGNÉ
Registration Number:	3927070	TAVOLO

Property Type	Number	Word Mark
Registration Number:	3931752	CAIRO CALE
Registration Number:	3931751	SOBELCALE
Registration Number:	3851088	SOBELLINA
Registration Number:	3851085	SAHARA NIGHTS
Registration Number:	3830261	SOL Y MAR
Registration Number:	3833856	SOBEL ESSENCE
Registration Number:	3736886	BRENTEX
Registration Number:	3736878	BRENTEX
Registration Number:	3846206	SOCHIC
Registration Number:	3848645	BELLA COSA
Registration Number:	3836000	SOMEGA
Registration Number:	3728274	TERRAZA
Registration Number:	3728172	SOBELLINA
Registration Number:	3728138	GRAND OXBRIDGE
Registration Number:	3842676	DOLCE NOTTE
Registration Number:	3838880	O.T.
Registration Number:	3800843	PRIMAVERANO
Registration Number:	3734207	NI NIGHTS
Registration Number:	3728174	SOBELLINA
Registration Number:	3766262	SOBELLA
Registration Number:	3772685	SOCHIC
Registration Number:	3836867	SPLASH
Registration Number:	3728134	OXBRIDGE
Registration Number:	3734049	NI NIGHTS
Registration Number:	3733852	SOBEL DRY
Registration Number:	3728150	OXBRIDGE
Registration Number:	3749810	BELLADOS
Registration Number:	4411346	SOBEL CHEF
Registration Number:	3938588	LA VALENCIA
Registration Number:	4105935	NI NIGHTS
Registration Number:	3948413	SOVILLA
Registration Number:	3728198	SOVILLA
Registration Number:	3739260	SOBELLUX
Registration Number:	3718578	DOLCE VITA
Registration Number:	3718576	DOLCE VITA
Registration Number:	3718574	DOLCE NOTTE
Registration Number:	3718572	BELLA COSA
Registration Number:	3948383	BELLAZURE

Property Type	Number	Word Mark
Registration Number:	3692529	SOBELLA
Registration Number:	3981888	DIRECT-TO-ROOM
Registration Number:	3703023	A CUT ABOVE
Registration Number:	3646182	SW SOBEL WESTEX
Registration Number:	3590854	SOBEL WESTEX
Registration Number:	3493369	SOBEL DRY
Serial Number:	87036468	ASTERISK
Serial Number:	86842317	BLISSFUL NIGHTS
Serial Number:	86819695	CHELSEA UNIVERSITY
Serial Number:	87062785	EGYPTIAN MAJESTIC
Serial Number:	87062771	EGYPTIAN MAJESTIC
Serial Number:	87036431	FIFTH & MAIN
Serial Number:	86834458	HUDSON SQUARE
Serial Number:	86834474	LOOM
Serial Number:	87093335	LOOM NATURALS
Serial Number:	86294075	PURE PERFORMANCE
Serial Number:	86326806	SAND SOLUTIONS
Serial Number:	87062799	SUPER LOOP
Serial Number:	87036452	TAPESTRY
Serial Number:	87191455	SEE YOU IN BED
Serial Number:	87191454	LIKE ME IN BED
Serial Number:	87071021	SOBEL
Serial Number:	87071014	SOBEL
Serial Number:	87133992	DOLCE NOTTE DRY
Serial Number:	87128197	INFINITY PLUSH
Serial Number:	87133700	SLEEP LIKE A QUEEN
Serial Number:	87133696	SLEEP LIKE A QUEEN
Serial Number:	87133688	SLEEP LIKE A QUEEN
Serial Number:	87128199	EUPHORIC BRILLIANCE
Serial Number:	87086775	COMFORT HAS ARRIVED.
Serial Number:	87085464	SPIRAL COTTON
Serial Number:	87085461	SPIRAL COTTON
Serial Number:	87071022	SOBEL CARES
Serial Number:	87071017	SW SOBEL CARES
Serial Number:	87064989	SLEEP LIKE A PRINCESS
Serial Number:	87064986	SLEEP LIKE A PRINCE
Serial Number:	87060254	IMPULSE
Serial Number:	87060253	IMPULSE

Property Type	Number	Word Mark
Serial Number:	86750640	PRIMESTAR
Serial Number:	86750639	PRIMESTAR
Serial Number:	86514098	ZZZZZ'S
Serial Number:	86808565	LIVE LIKE A KING
Serial Number:	86610596	HI-BLOOM
Serial Number:	86608281	CROMATAG
Serial Number:	86808567	LIVE LIKE A KING
Serial Number:	86808563	LIVE LIKE A KING
Serial Number:	86947721	URBANA

**CORRESPONDENCE DATA**

**Fax Number:** 2136305788

*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:** 213-891-5935

**Email:** hpanneck@buchalter.com

**Correspondent Name:** Helen Panneck

**Address Line 1:** 1000 Wilshire Boulevard, Suite 1500

**Address Line 4:** Los Angeles, CALIFORNIA 90017

**ATTORNEY DOCKET NUMBER:** W3323-0014

**NAME OF SUBMITTER:** Helen Panneck

**SIGNATURE:** /Helen Panneck/

**DATE SIGNED:** 04/04/2017

**Total Attachments: 16**

source=Sobel Westex Executed Amended and Restated Patent and Trademark Security Agreement#page1.tif  
source=Sobel Westex Executed Amended and Restated Patent and Trademark Security Agreement#page2.tif  
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source=Sobel Westex Executed Amended and Restated Patent and Trademark Security Agreement#page6.tif  
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source=Sobel Westex Executed Amended and Restated Patent and Trademark Security Agreement#page16.tif

**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Patent and Trademark Security Agreement (the “Agreement”), dated as of March 31, 2017, is made by and between Sobel Westex, a Nevada corporation having a business location at the address set forth below next to its signature (the “Company”), and Wells Fargo Bank, National Association (“Wells Fargo”), and having a business location at the address set forth below next to its signature.

**RECITALS**

A. The Company previously executed and delivered to Wells Fargo Bank, National Association, successor in interest to Wells Fargo Credit, LLC, formerly known as Wells Fargo Credit, Inc. (“Wells Fargo”) that certain Patent and Trademark Security Agreement dated as of May 26, 2005 (the “Original Patent and Trademark Security Agreement”) to secure the obligations of Borrower, to Wells Fargo pursuant to the Prior Credit Agreement (as such term is defined in the Credit Agreement defined below).

B. Concurrent herewith, Company, Sobel Westex Holdings, Inc., a Delaware corporation (“Parent”), and Wells Fargo are entering into that certain Second Amended and Restated Credit and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

C. As a condition to extending credit to or for the account of Company pursuant to the Credit Agreement, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company’s or any Affiliate’s business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and in accordance with the Credit Agreement, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.



(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Wells Fargo with respect to the Security Interest herein shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

9. No Novation. Company hereby agrees that, effective upon the execution and delivery of this Agreement, the terms and provisions of the Original Patent and Trademark

Security Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Company outstanding under the Original Patent and Trademark Security Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of Company from any of its obligations or liabilities under the Original Patent and Trademark Security Agreement or any documents executed in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date written above.

Sobel Westex  
2670 S. Western Avenue  
Las Vegas, Nevada 89109  
Attn: Carlos Fabbri

**SOBEL WESTEX,**  
a Nevada corporation

By: \_\_\_\_\_  
Name: Carlos Fabbri  
Title: Chief Financial Officer

Wells Fargo Bank, National Association  
2450 Colorado Ave. Ste. 3000 West  
MAC: E2040-030  
Santa Monica, CA 90404  
Attn: Andrew Kowalski, CFA

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

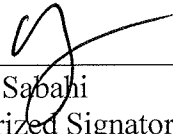
By:   
Name: Reza Sabahi  
Title: Authorized Signatory

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
BEDDING PRODUCT HAVING DIFFERENT COLORS FOR HEM AND BODY	9181652	November 10, 2015

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

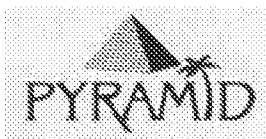
None.

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS  
REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BED MIX	4477800	February 4, 2014
BEDMIX	4475024	January 28, 2014
BELVEDERE COURT	4524737	May 6, 2014
BELVEDERE ROW	4707035	March 24, 2015
CHELSEA	4649298	December 2, 2014
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PURE ELEGANCE	4649299	December 2, 2014
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PYRAMID	4964441	May 24, 2016
PYRAMID and Design	2940222	April 12, 2015



PYRAMID EXCEL	4707039	March 24, 2015
QUINTESSENCE	4767045	July 7, 2015
REGAL EXCELLENCE	4898137	February 9, 2016
ROYAL EXCELLENCE	4898136	February 9, 2016
SIGNET	4649296	December 2, 2014
SIGNET EXCELLENCE	4707038	March 24, 2015
SIGNET PREMIER COLLECTION	4707037	March 24, 2015
SOFT AND COZY	4993247	July 5, 2016
WARDROBE	4649295	December 2, 2014
SLEEP LIKE A KING	5097185	December 6, 2016
SLEEP LIKE A KING	5097184	December 6, 2016
SLEEP LIKE A KING	5097183	December 6, 2016
SLEEP LIKE A KING	5092290	November 29, 2016
SLEEP LIKE A KING	5079041	November 8, 2016
CENTER POINT	5023000	August 16, 2016
COLORREST	5022950	August 16, 2016
FADESAFE	5032133	August 30, 2016
FADESAFE	5032132	August 30, 2016
ZONE DEFENSE	4580616	August 5, 2014
ZONE DEFENSE	4629080	October 28, 2014
PERFORMANCE TESTED. HOTEL APPROVED.	4325696	April 23, 2013
PULL PROOF	4538294	May 27, 2014
PROTECT YOUR GUEST	4318439	April 9, 2013
PROTECT YOUR GUEST	4325497	April 23, 2013



SOBELLISSIMA	4084015	January 10, 2012
URBANA	4286619	February 5, 2013
SAHARA NIGHTS	3998155	July 19, 2011
BELLAZURE	4064467	November 29, 2011
SOBELLINA	3407360	April 1, 2008
SAHARA NIGHTS	3514363	October 7, 2008
DOLCE VITA	3407359	April 1, 2008
DOLCE NOTTE	3407358	April 1, 2008
BELLA COSA	3510184	September 30, 2008
OXBRIDGE	2804995	January 13, 2004
SOBELLUX	2732206	July 1, 2003
SOBELLA	2700471	March 25, 2003
SOBELLA	2700470	March 25, 2003
SOBELLA	2700469	March 25, 2003
BELLAZURE	3935150	March 22, 2011
SOBELLIGNÉ	3938551	March 29, 2011
SOBELLIGNÉ	3938550	March 29, 2011
TAVOLO	3927070	March 1, 2011
CAIRO CALE	3931752	March 15, 2011
SOBELCALE	3931751	March 15, 2011
SOBELLINA	3851088	September 21, 2010
SAHARA NIGHTS	3851085	September 21, 2010
SOL Y MAR	3830261	August 10, 2010
SOBEL ESSENCE	3833856	August 17, 2010

BRENTEX	3736886	January 12, 2010
BRENTEX	3736878	January 12, 2010
SOCHIC	3846206	September 7, 2010
BELLA COSA	3848645	September 14, 2010
SOMEGA	3836000	August 17, 2010
TERRAZA	3728274	December 22, 2009
SOBELLINA	3728172	December 22, 2009
GRAND OXBRIDGE	3728138	December 22, 2009
DOLCE NOTTE	3842676	August 31, 2010
O.T.	3838880	August 24, 2010
PRIMAVERANO	3800843	June 8, 2010
NI NIGHTS	3734207	January 5, 2010
SOBELLINA	3728174	December 22, 2009
SOBELLA	3766262	March 30, 2010
SOCHIC	3772685	April 6, 2010
SPLASH	3836867	August 24, 2010
OXBRIDGE	3728134	December 22, 2009
NI NIGHTS	3734049	January 5, 2010
SOBEL DRY	3733852	January 5, 2010
OXBRIDGE	3728150	December 22, 2009
BELLADOS	3749810	February 16, 2010
SOBEL CHEF	4411346	October 1, 2013
LA VALENCIA	3938588	March 29, 2011
NI NIGHTS	4105935	February 28, 2012

SOVILLA	3948413	April 19, 2011
SOVILLA	3728198	December 22, 2009
SOBELLUX	3739260	January 19, 2010
DOLCE VITA	3718578	December 1, 2009
DOLCE VITA	3718576	December 1, 2009
DOLCE NOTTE	3718574	December 1, 2009
BELLA COSA	3718572	December 1, 2009
BELLAZURE	3948383	April 19, 2011
SOBELLA	3692529	October 6, 2009
DIRECT-TO-ROOM	3981888	June 21, 2011
A CUT ABOVE	3703023	October 27, 2009
SW SOBEL WESTEX	3646182	June 30, 2009
SOBEL WESTEX	3590854	March 17, 2009
SOBEL DRY	3493369	August 26, 2008

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
ASTERISK	87036468	May 13, 2016
BLISSFUL NIGHTS	86842317	December 8, 2015
CHELSEA UNIVERSITY	86819695	November 13, 2015
EGYPTIAN MAJESTIC	87062785	June 7, 2016
EGYPTIAN MAJESTIC	87062771	June 7, 2016
FIFTH & MAIN	87036431	May 13, 2016

HUDSON SQUARE	86834458	March 8, 2016
LOOM	86834474	March 8, 2016
LOOM NATURALS	87093335	July 5, 2016
PURE PERFORMANCE	86294075	May 17, 2016
SAND SOLUTIONS	86326806	July 2, 2014
SUPER LOOP	87062799	June 7, 2016
TAPESTRY	87036452	May 13, 2016
SEE YOU IN BED	87191455	October 3, 2016
LIKE ME IN BED	87191454	October 3, 2016
SOBEL	87071021	June 14, 2016
SOBEL	87071014	June 14, 2016
DOLCE NOTTE DRY	87133992	August 10, 2016
INFINITY PLUSH	87128197	August 5, 2016
SLEEP LIKE A QUEEN	87133700	August 10, 2016
SLEEP LIKE A QUEEN	87133696	August 10, 2016
SLEEP LIKE A QUEEN	87133688	August 10, 2016
EUPHORIC BRILLIANCE	87128199	August 5, 2016
COMFORT HAS ARRIVED.	87086775	June 28, 2016
SPIRAL COTTON	87085464	June 27, 2016
SPIRAL COTTON	87085461	June 27, 2016
SOBEL CARES	87071022	June 14, 2016
SW SOBEL CARES	87071017	June 14, 2016
SLEEP LIKE A PRINCESS	87064989	June 8, 2016
SLEEP LIKE A PRINCE	87064986	June 8, 2016

IMPULSE	87060254	June 3, 2016
IMPULSE	87060253	June 3, 2016
PRIMESTAR	86750640	September 8, 2015
PRIMESTAR	86750639	September 8, 2015
<i>ZZZZZ'S</i>	86514098	January 26, 2015
LIVE LIKE A KING	86808565	November 3, 2015
HI-BLOOM	86610596	April 27, 2015
CROMATAG	86608281	April 23, 2015
LIVE LIKE A KING	86808567	November 3, 2015
LIVE LIKE A KING	86808563	November 3, 2015
URBANA	86947721	March 21, 2016

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.