

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMC I.P. Holdings Inc.		04/13/2017	Company: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	First Canadian Place, 19th Floor		
Internal Address:	100 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87164620	JAMES & OWEN MATTRESSES	
Serial Number:	86519641	COOLEST PILLOW IN THE WORLD	
Serial Number:	86439952	DST DYNAMIC SUPPORT TECHNOLOGY	
Serial Number:	85918838	SEQUENCE	
Serial Number:	77212860	SILENT PARTNER	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	BUFFALO, NEW YORK 14202		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F Dovi/		
DATE SIGNED:	05/19/2017		

OP \$140.00 87164620

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of April 13, 2017 is made by **HMC I.P. HOLDINGS INC.**, a company incorporated under the laws of the Province of Ontario (together with its successors and permitted assigns, the “**Grantor**”) in favour of **BANK OF MONTREAL**, in its capacity as administrative agent under the Loan Documents acting for and on behalf of itself and the Lenders (together with its successors and assigns, the “**Agent**”).

WHEREAS the Grantor has executed and delivered to the Agent and the Lenders a general security agreement dated as of the date hereof (as amended, restated, supplemented, modified or replaced from time to time, the “**Security Agreement**”) as continuing collateral security for the payment and fulfillment of the Secured Obligations.

AND WHEREAS as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, inter alia, to grant, charge and pledge to the Agent, acting for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Agent and the Lenders as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.
2. **Grant of Security Interest.** As general and continuing collateral security for the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in all of the Grantor’s Intellectual Property (except as set forth in Section 3 and Section 4), including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those copyright registrations and copyright applications set forth in Schedule “A” attached hereto (collectively, the “**Copyrights**”);
 - (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;
 - (c) Any and all property rights in all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored

from time to time, including any copyright in such Software, including, without limitation, any such copyright registrations and copyright applications set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;

- (d) Any and all right, title, and interest to patents, patent applications, and including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part thereof, such rights including, without limitation, any and all priority rights deriving therefrom, and any and all right, title, and interest to the inventions described in the patents or patent applications listed in Schedule "B" attached hereto (collectively, the "**Patents**");
- (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those trademark registrations and trademark applications listed in Schedule "C" attached hereto (collectively the "**Trademarks**");
- (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (g) All licenses or other rights to use any of the Copyrights, Patents, Software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights including, without limitation, those material licenses listed in Schedule "D" attached hereto;
- (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and

- (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
3. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 2 would result in the termination or breach of the governing agreement relating to such Intellectual Property or impairment or adverse effect on the validity or enforceability of such Intellectual Property (including, without limitation, any intent-to-use trademark applications), then the applicable Intellectual Property will not be subject to any Security Interest under Section 2 but will be held in trust by the Grantor for the benefit of the Agent and the Lenders. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Agent directs.
4. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Agent and the Lenders and shall grant a Security Interest to the Agent and the Lenders forthwith upon obtaining the consent of the other party thereto.
5. **Attachment.** The Grantor confirms that value has been given by the Agent and the Lenders to the Grantor, that the Grantor has rights in the Intellectual Property (other than as set out in Section 3 and Section 4) and, subject to Section 3 and Section 4, that the Grantor and the Agent have not agreed to postpone the time for attachment of the Security Interest created by this Agreement to any of the Intellectual Property. Subject to Section 3 and Section 4, the Security Interest created by this Agreement is intended to attach to: (i) existing Intellectual Property when the Grantor signs this Agreement, and (ii) Intellectual Property subsequently acquired by the Grantor immediately upon the Grantor acquiring any rights in such Intellectual Property. The Security Interest created by this Agreement will have effect and be deemed to be effective whether or not the Secured Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement, and the execution of this Agreement shall not oblige any of the Agent or the Lenders to advance any funds or any additional funds.
6. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Agent and the Lenders in relation to the Secured Obligations.
7. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the Security Interest of the Agent and the Lenders in

the Intellectual Property with a register (a “**Register**”) maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty (for example, the European Patent Convention), wherein the purpose of the register is to maintain records of documents received by the authority and relating to Intellectual Property registrations or applications for Intellectual Property registration. The Grantor authorizes and requests that the Register record this Agreement.


8. **Registration of Agreement.** The Grantor hereby acknowledges that the Agent may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Agent, as requested by the Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Agent deems appropriate.
9. **Amendments.** This Agreement may not be amended unless the prior written consent of the Grantor and the Agent has been obtained.
10. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in Person.
11. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
12. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Agent and the Lenders under the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the Security Interests created pursuant to this Agreement are as set forth in the Security Agreement. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

HMC I.P. HOLDINGS INC.

Per:



Name: Stéphane Blanchet

Title: Secretary

I have authority to bind the Corporation.

Intellectual Property Security Agreement (HMC IP Holdings)

TRADEMARK
REEL: 006063 FRAME: 0785

SCHEDULE "A"
COPYRIGHTS

Nil

Schedule A - 1 -

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TRADEMARK
REEL: 006063 FRAME: 0786

SCHEDULE "B"
PATENTS & DESIGNS

CANADIAN PATENTS

Applicant	Owner	Patent	Application/ Registration No.
KINGSDOWN, INC.	HMC I.P. HOLDINGS INC.	METHODS AND APPARATUSES FOR COMFORT/SUPPORT ANALYSIS OF A SLEEP SUPPORT MEMBER	2724593
KINGSDOWN, INC.	HMC I.P. HOLDINGS INC.	APPARATUSES AND METHODS FOR EVALUATING A PERSON FOR A SLEEP SYSTEM	2715369
KINGSDOWN, INCORPORATED	HMC I.P. HOLDINGS INC.	MATTRESS CONSTRUCTION WITH FILAMENTARY FASTENERS	2588016
JAMES, MICHAEL E.	HMC I.P. HOLDINGS INC.	MATTRESS WITH DIFFERENT FIRMNESS ZONES	2558743
KINGSDOWN, INC.	HMC I.P. HOLDINGS INC.	METHOD OF MAKING MATTRESSES	2536167

UNITED STATES PATENTS

Applicant	Owner	Patent	Application/ Registration No.
James; Michael E.	HMC I.P. Holdings Inc.	MATTRESS WITH DIFFERENT FIRMNESS ZONES	11853945/9060617
James; Michael E.	HMC I.P. Holdings Inc.	MATTRESS WITH DIFFERENT FIRMNESS ZONES	14746250/--

SCHEDULE "C"

TRADEMARKS

CANADIAN TRADEMARKS

Owner Name	Trademark	Application/ Registration No.
HMC I.P. Holdings Inc.	CHAIRMAN'S COLLECTION	1822533
HMC I.P. Holdings Inc.	iTWIN	1818223
HMC I.P. Holdings Inc.	AVANT GARDE	1813024
HMC I.P. Holdings Inc.	GQ	1806652
HMC I.P. HOLDINGS INC.	JAMES & OWEN MATTRESSES	1799129
HMC I.P. Holdings Inc.	KINGSDOWN SQUEEZE	1780419
HMC I.P. Holdings Inc.	ACTIVE SLEEP & Stick Figure Design 	1777394
HMC I.P. Holdings Inc.	PURE SLEEP	1546140
HMC I.P. HOLDINGS INC.	COOLEST PILLOW IN THE WORLD	1712612
HMC I.P. Holdings Inc.	FITNESS FOAM	1830896
HMC I.P. HOLDINGS INC.	DST DYNAMIC SUPPORT TECHNOLOGY TECHNOLOGY	1699863/TMA952712
HMC I.P. Holdings Inc.	NAPA GROVE	1680431
HMC I.P. Holdings Inc.	KINGSDOWN COUTURE	1659242/TMA959193
HMC I.P. Holdings Inc.	SEQUENCE	1624060/TMA881434
HMC I.P. Holdings Inc.	NAPA VALLEY	1607091/TMA881437
HMC I.P. Holdings Inc.	G2	1605531/TMA881436
HMC I.P. Holdings Inc.	G3	1605535/TMA881439
HMC I.P. Holdings Inc.	KINGSDOWN	1601521/TMA871427
HMC I.P. Holdings Inc.	ZENERGY	1589457/TMA858179
HMC I.P. Holdings Inc.	OXYGEL	1555570/TMA837095
HMC I.P. Holdings Inc.	IGEL SLEEP SYSTEMS	1555202/TMA838743

Schedule C - 1 -

Owner Name	Trademark	Application/ Registration No.
HMC I.P. Holdings Inc.	THE COOLEST MATTRESS IN THE WORLD	1548658/TMA833562
HMC I.P. Holdings Inc.	THE COOLEST BED IN THE WORLD	1548659/TMA833563
HMC I.P. Holdings Inc.	PURE SLEEP	1546140/TMA832926
HMC I.P. Holdings Inc.	Blu-Tek	1544802/TMA832574
HMC I.P. Holdings Inc.	I REST	1532852/TMA835145
HMC I.P. Holdings Inc.	SOYPUR	1529806/TMA832576
HMC I.P. Holdings Inc.	BODY MATCH	1524946/TMA881435
HMC I.P. Holdings Inc.	MY SIDE	1518074/TMA845051
HMC I.P. Holdings Inc.	BEDMATCH	1507628/TMA863543
HMC I.P. Holdings Inc.	MATTRESSMATCH	1507630/TMA865469
HMC I.P. Holdings Inc.	OXYGEN SLEEP SYSTEMS	1497686/TMA873490
HMC I.P. Holdings Inc.	STILL	1415254/TMA757142
HMC I.P. Holdings Inc.	SLEEP TO LIVE & 	1409097/TMA804715
HMC I.P. Holdings Inc.	SLEEP TO LIVE & Design 	1407245/TMA845052
HMC I.P. Holdings Inc.	OZONE SLEEP SYSTEMS	1387757/TMA873492
HMC I.P. Holdings Inc.	DREAM GREEN	1364485/TMA755498
HMC I.P. Holdings Inc.	BODYMEDIUM	1330708/TMA837700
HMC I.P. Holdings Inc.	BODYADVANCE	1330710/TMA837699
HMC I.P. Holdings Inc.	SOLO METRO	1330115/TMA703613
HMC I.P. Holdings Inc.	BELGIQUE	1330110/TMA755623
HMC I.P. Holdings Inc.	BODYDIAGNOSTICS	1328273/TMA785808
HMC I.P. Holdings Inc.	BODYDUET	1327561/TMA837701
HMC I.P. Holdings Inc.	BODY BLEND	1326012/TMA837703
HMC I.P. Holdings Inc.	BODYPREMIER	1326005/TMA837702
HMC I.P. Holdings Inc.	BODYDIAGNOSTICS	1326007/TMA785806

Schedule C - 2 -

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TRADEMARK
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Owner Name	Trademark	Application/ Registration No.
HMC I.P. Holdings Inc.	HIS & HER SLEEP SYSTEMS	1297100/TMA738394
HMC I.P. Holdings Inc.	SILENT PARTNER SLEEP SYSTEMS	1286731/TMA746537
HMC I.P. Holdings Inc.	SOLO SLEEP SYSTEMS	1277129/TMA682065
HMC I.P. Holdings Inc.	SLEEP SELECTIONS	1246501/TMA665961
HMC I.P. Holdings Inc.	NATURE'S SECRET	1211510/TMA632113
HMC I.P. Holdings Inc.	SLEEP SMART SYSTEM & DESIGN 	1167102/TMA620425
HMC I.P. Holdings Inc.	SLEEP SMART	1165257/TMA636866
HMC I.P. Holdings Inc.	BODY MOTION	1101934/TMA611474
HMC I.P. Holdings Inc.	BODY SYSTEM	1089866/TMA584574
HMC I.P. Holdings Inc.	DORMODIAGNOSTICS	1089867/TMA577007
HMC I.P. Holdings Inc.	SLEEP COMFORT INTERNATIONAL SCI & GLOBE DESIGN 	896429/TMA551996
HMC I.P. Holdings Inc.	SLEEP TO LIVE	839442/TMA490932
HMC I.P. Holdings Inc.	PASSIONS	839441/TMA490933
HMC I.P. Holdings Inc.	GLOBAL	837677/TMA492637
HMC I.P. Holdings Inc.	TRIPLE CUSHION	784191/TMA496115
HMC I.P. Holdings Inc.	REST HAVEN	583877/TMA340274
HMC I.P. Holdings Inc.	BASSETT	559734/TMA323680
HMC I.P. Holdings Inc.	FLEXATRON	554229/TMA329595
HMC I.P. Holdings Inc.	SLEEP-IN	554232/TMA332379

Schedule C - 3 -

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TRADEMARK
REEL: 006063 FRAME: 0790

UNITED STATES TRADEMARKS

Owner Name	Trademark	Application/ Registration No.
HMC I.P. Holdings Inc.	JAMES & OWEN MATTRESSES	87164620
HMC I.P. Holdings Inc.	COOLEST PILLOW IN THE WORLD	86519641
HMC I.P. Holdings Inc.	DST DYNAMIC SUPPORT TECHNOLOGY	86439952
HMC I.P. Holdings Inc.	SEQUENCE	85918838/ 4714604
HMC I.P. Holdings Inc.	SILENT PARTNER	77212860/ 3592109

SCHEDULE "D"
LICENSES GRANTED

Nil

Schedule D - 1 -

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