

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tempur-Pedic Management, LLC		12/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tempur World, LLC		
<b>Street Address:</b>	1000 Tempur Way		
<b>City:</b>	Lexington		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40511		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5312301	PURE COOL	
<b>Registration Number:</b>	5241633	TEMPUR-ME	
<b>Registration Number:</b>	5287955	RHAPSODY	
<b>Registration Number:</b>	5366222	CONTOUR RHAPSODY	
<b>Registration Number:</b>	4367927		
<b>Registration Number:</b>	4379149		
<b>Registration Number:</b>	5116791		
<b>Registration Number:</b>	5116792		
<b>Registration Number:</b>	5116793		
<b>Registration Number:</b>	5107350		
<b>Registration Number:</b>	5116797		
<b>Registration Number:</b>	5121702		
<b>Registration Number:</b>	5225664	Y	
<b>Registration Number:</b>	2452364	SWEDISH SLEEP SYSTEM	
<b>Registration Number:</b>	3759345	THE TRAVELPILLOW BY TEMPUR-PEDIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5028250220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5312301

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 5028250220  
**Email:** acahill@cahill-ip.com  
**Correspondent Name:** Amy Sullivan Cahill  
**Address Line 1:** 6013 Brownsboro Park Blvd., Suite B  
**Address Line 4:** Louisville, KENTUCKY 40207

<b>NAME OF SUBMITTER:</b>	Christina I. Ryan
<b>SIGNATURE:</b>	/christina i. ryan/
<b>DATE SIGNED:</b>	01/04/2018

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is made by **TEMPUR-PEDIC MANAGEMENT, LLC**, a Delaware limited liability company having its principal place of business at 1000 Tempur Way, Lexington, KY 40511 ("**Assignor**") and **TEMPUR WORLD, LLC**, a limited liability company of the State of Delaware having its principal place of business at 1000 Tempur Way, Lexington, KY 40511 ("**Assignee**").

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business and/or goodwill to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor and Assignee hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions worldwide to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Effective Date of Assignment. The parties hereto acknowledge and agree that this Trademark Assignment shall become effective as of 12:40 a.m., Eastern Time, January 1, 2018.


4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date written above.

TEMPUR-PEDIC MANAGEMENT, LLC

By: 

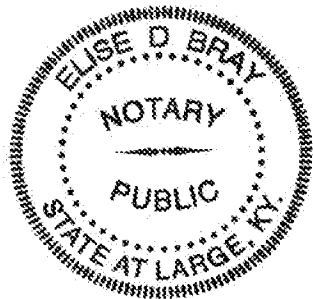
Name: Bhaskar Rao

Title: Executive Vice President and Chief Financial Officer

Address for Notices: 1000 Tempur Way,  
Lexington, KY 40511

Commonwealth of Kentucky    )  
                                                                                  )  
County of Fayette                        )

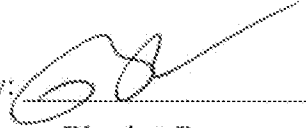
On this 21st day of December, 2017 personally appeared before me **BHASKAR RAO** to me known, or proved to me to be the person who signed the foregoing instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose.



  
Official Signature of Notary

Elise D. Bray, Notary Public  
My Commission expires: August 8, 2020

TEMPUR WORLD LLC

By: 

Name: Bhaskar Rao

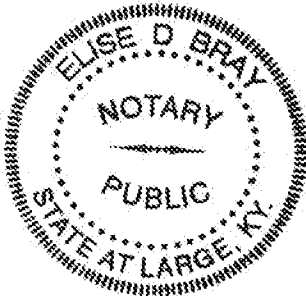
Title: Executive Vice President and Chief Financial Officer

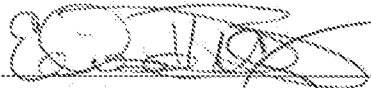
Address for Notices: 1000 Tempur Way,  
Lexington, KY 40511

Commonwealth of Kentucky )

County of Fayette )

On this 21st day of December, 2017 personally appeared before me **BHASKAR RAO** to me known, or proved to me to be the person who signed the foregoing instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose.



  
Official Signature of Notary

Elise D. Bray, Notary Public  
My Commission expires: August 8, 2020

**Schedule 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**CANADA**

<b>Trademark</b>	<b>Application Number</b>	<b>Reg. Number</b>
LE POUVOIR DU SOMMEIL	1822398	
THIS SLEEP IS POWER	1822395	

**UNITED STATES**

<b>Trademark</b>	<b>Application Number</b>	<b>Reg. Number</b>
PURE COOL	86/922,618	
TEMPUR-ME	87/326,605	5,241,633
RHAPSODY	87/271,172	
CONTOUR RHAPSODY	87/271,192	
MISCELLANEOUS DESIGN (DOT CIRCLE DESIGN (B&W))	85/784,866	4,367,927
MISCELLANEOUS DESIGN (DOT CIRCLE DESIGN (Greyscale))	85/784,946	4,379,149
MISCELLANEOUS DESIGN (OSLO TRADE DRESS ZIPPER B&W)	86/366,338	5,116,791
MISCELLANEOUS DESIGN (OSLO TRADE DRESS ZIPPER Blue)	86/366,346	5,116,792
MISCELLANEOUS DESIGN (OSLO TRADE DRESS ZIPPER Orange)	86/366,354	5,116,793
MISCELLANEOUS DESIGN (OSLO CONTOUR DESIGN)	86/382,968	5,107,350
MISCELLANEOUS DESIGN (OSLO TRADE DRESS ZIPPER Green)	86/373,427	5,116,797
MISCELLANEOUS DESIGN (OSLO CLOUD DESIGN)	86/382,964	5,121,702
MISCELLANEOUS DESIGN (OSLO HONEYCOMB DESIGN)	86/382,966	5,225,664
SWEDISH SLEEP SYSTEM	75/588,114	2452364
THE TRAVELPILLOW BY TEMPUR- PEDIC	78/689,862	3759345