

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460104

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tempur-Pedic Management, LLC | | 01/01/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Tempur World, LLC | | |
| Street Address: | 1000 Tempur Way | | |
| City: | Lexington | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40511 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5292581 | THIS SLEEP IS POWER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 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 | | |
| NAME OF SUBMITTER: | Christina I. Ryan | | |
| SIGNATURE: | /christina i. ryan/ | | |
| DATE SIGNED: | 01/31/2018 | | |
| Total Attachments: 4 | | | |
| source=THIS SLEEP IS POWER Assignment#page1.tif | | | |
| source=THIS SLEEP IS POWER Assignment#page2.tif | | | |
| source=THIS SLEEP IS POWER Assignment#page3.tif | | | |
| source=THIS SLEEP IS POWER Assignment#page4.tif | | | |

OP \$40.00 5292581

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 Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(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 Trademark 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.

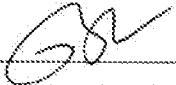
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission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

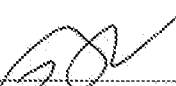
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment.

TEMPUR-PEDIC MANAGEMENT, LLC

By:  _____
Name: Bhaskar Rao _____
Title: EVP & CFO _____
Date: 18 January 2017 _____

TEMPUR WORLD LLC

By:  _____
Name: Bhaskar Rao _____
Title: EVP & CFO _____
Date: 18 January 2017 _____

Schedule I

ASSIGNED TRADEMARK REGISTRATION

Trademark

U.S. Reg. Number

THIS SLEEP IS POWER

5292581