

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sleep Number Corporation		02/14/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5323657	DOES YOUR BED DO THAT?	
Registration Number:	5237997	IT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40106-31340		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	02/15/2018		
Total Attachments: 7			
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 14th day of February, 2018 by SLEEP NUMBER CORPORATION, a Minnesota corporation (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WITNESSETH:

WHEREAS, the Pledgor is entering into that certain Amended and Restated Credit and Security Agreement, dated as of February 14, 2018, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, Pledgor executed and delivered to the Administrative Agent that certain Amended and Restated Intellectual Property Security Agreement, dated as of the date hereof (the "Intellectual Property Security Agreement"), whereby Pledgor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined; and

WHEREAS, in connection with the Intellectual Property Security Agreement, this Agreement is being executed and delivered by the Pledgor for purposes of recordation with the USCO and the USPTO (as each term is hereinafter defined), as appropriate, to evidence the security interest of the Administrative Agent, on behalf of the Lenders, in the Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement or, if not defined therein, in the Credit Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of the Pledgor's now existing and hereafter acquired or arising right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress,

publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds and products of, additions and accessions to, and substitutions for any of the foregoing; provided that Collateral shall not include any Excluded Collateral.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

3. Intellectual Property Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Intellectual Property Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

5. Jury Trial Waiver. THE PLEDGOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Short Form Intellectual Property Security Agreement as of the date first set forth above.

Address: 1001 3rd Avenue South
Minneapolis, MN 55404

SLEEP NUMBER CORPORATION

By: 

Name: Robert Poirier

Title: Vice President and Chief Accounting
Officer

SCHEDULE 1

Patents

Patent No. / Application No.	Issue Date / Pub. Date / App. Date	Title	Inventor(s)	Owner
20170303697 15646719	26-OCT-2017 11-JUL-2017	SWITCHING MEANS FOR AN ADJUSTABLE FOUNDATION SYSTEM	YI-CHING CHEN JOHN MCGUIRE STACY STUSYNSKI	Sleep Number Corporation
20170318980 15662623	09-NOV-2017 28-JUL-2017	SYSTEM AND METHOD FOR IMPROVED PRESSURE ADJUSTMENT	PAUL MAHONEY MATTHEW HILDEN MATTHEW TILSTRA	Sleep Number Corporation
6037723 09253572	14-MAR-2000 19-FEB-1999	AIR CONTROL SYSTEM FOR AN AIR BED	DAVID SHAFER EUGENE DUVVAL	Sleep Number Corporation
5903941 08827397	18-MAY-1999 27-MAR-1997	AIR CONTROL SYSTEM FOR AN AIR BED	DAVID SHAFER EUGENE DUVVAL	Sleep Number Corporation
5652484 08536330	29-JUL-1997 29-SEP-1995	AIR CONTROL SYSTEM FOR AN AIR BED	DAVID SHAFER EUGENE DUVVAL	Sleep Number Corporation
5564140 08279120	15-OCT-1996 22-JUL-1994	FRAME ASSEMBLY FOR SPORTING A MATTRESS	JOHN SHOENHAIR TOMAS EMBERTSON	Sleep Number Corporation
20170354268 15687796	14-DEC-2071 28-AUG-2017	INFLATABLE AIR MATTRESS WITH INTEGRATED CONTROL	ARAN BROSNAN YI-CHING CHEN JOHN MCGUIRE	Sleep Number Corporation
20170191516 15266644	06-JUL-2017 15-SEP-2016	FOUNDATION AND FRAME FOR BED	NATHALIE KEELEY MATTHEW GRIFFITH CRAIG PETERSON	Sleep Number Corporation
20170035212 14819630	09-FEB-2017 06-AUG-2015	DIAGNOSTICS OF BED AND BEDROOM ENVIRONMENT	ROBERT ERKO ROBB NUNN YI-CHING CHEN WADE PALASHEWSKI	Sleep Number Corporation
20170003666 15188391	05-JAN-2017 21-JUN-2016	AUTOMATION FOR IMPROVED SLEEP QUALITY	ROB NUNN YI-CHING CHEN ROBERT ERKO ANTHONY SHAKAL WADE PALASHEWSKI PAUL GROSHEN	Sleep Number Corporation

Patent No. / Application No.	Issue Date / Pub. Date / App. Date /	Title	Inventor(s)	Owner
20160242562 15052270	25-AUG-2016 24-FEB-2016	MATRESS WITH ADJUSTABLE FIRMNESS	KODY KARSCHNIK WADE PALASHEWSKI ROB NUNN ERIC ROSE SAMUEL HELLFELD JERRY BOYER CARL HEWITT STEVEN YOUNG	Sleep Number Corporation
20160192886 14988428	07-JUL-2016 05-JAN-2016	BED WITH USER OCCUPANCY TRACKING	ROBB NUNN WADE PALASHEWSKI ROBERT ERKO	Sleep Number Corporation
20160100696 14675355	14-APR-2016 31-MAR-2015	BED HAVING LOGIC CONTROLLER	ROBERT ERKO WADE PALASHEWSKI ROBERT NUNN GORDAN REDZIC	Sleep Number Corporation
20160015184 14802714	21-JAN-2016 17-JUL-2015	AUTOMATIC SENSING AND ADJUSTMENT OF A BED SYSTEM	ROB NUNN ROBERT ERKO WADE PALASHEWSKI SAMUEL HELLFELD YI-CHENG CHEN	Sleep Number Corporation
20150366366 14842177	24-DEC-2015 09-SEP-2015	DISTRIBUTION PAD FOR A TEMPERATURE CONTROL SYSTEM	VIT ZAISS LEE KARSCHNIK	Sleep Number Corporation
20150290059 14687633	15-OCT-2015 15-APR-2015	ADJUSTABLE BED SYSTEM	JERRY BOYER JOHN MCGUIRE ARAN BROSNAN MARK SPONSLEER JOHN KLESK	Sleep Number Corporation
20150182399 14588606	02-JUL-2015 02-JAN-2015	ADJUSTABLE BED SYSTEM WITH SPLIT-HEAD AND SPLIT-FOOT CONFIGURATION	ERIC ROSE WADE PALASHEWSKI	Sleep Number Corporation
20150182397 14146281	02-JUL-2015 02-JAN-2014	ADJUSTABLE BED SYSTEM HAVING SPLIT-HEAD AND	WADE PALASHEWSKI ERIC ROSE ARAN	Sleep Number Corporation

Patent No. / Application No.	Issue Date / Pub. Date / App. Date /	Title	Inventor(s)	Owner
20150157519	11-JUN-2015	JOINED FOOT CONFIGURATION	BROSNAN	
14624305	17-FEB-2015	PARTNER SNORE FEATURE FOR ADJUSTABLE BED FOUNDATION	STACY STUSYNSKI YI-CHING CHEN JOHN MCGUIRE	Sleep Number Corporation
20150026896	29-JAN-2015	SYSTEM AND METHOD FOR ADJUSTING SETTINGS OF A BED WITH A REMOTE CONTROL	JOE FLEURY MARK DICKENS	Sleep Number Corporation
14515308	15-OCT-2014			
20140277611	18-SEP-2014	INFLATABLE AIR MATESS SYSTEM ARCHITECTURE	ROB NUNN MATTHEW TILSTRA MATTHEW HILDEN PAUL MAHONEY	Sleep Number Corporation
14211367	14-MAR-2014			
9770114	26-SEP-2017	INFLATABLE AIR MATESS WITH INTEGRATED CONTROL	ARAN BROSNAN JOHN MCGUIRE Y-CHING CHEN	Sleep Number Corporation
14586694	30-DEC-2014			
9737154	22-AUG-2017	SYSTEM AND METHOD FOR IMPROVED PRESSURE ADJUSTMENT	PAUL MAHONEY MATTHEW HILDEN MATTHEW TILSTRA	Sleep Number Corporation
14283675	21-MAY-2014			
9730524	15-AUG-2017	SWITCHING MEANS FOR AN ADJUSTABLE FOUNDATION SYSTEM	YI-CHING CHEN JOHN MCGUIRE STACY STUSHYNSKI	Sleep Number Corporation
14203050	10-MAR-2014			
9578941	28-FEB-2017	TABLET OR LAPTOP SUPPORT CUSHION	LORI MACLACHLAN REBECCA KARNES-TOTH JOSEPH BLAZER	Sleep Number Corporation
14518945	20-OCT-2014			
9392879	19-JUL-2016	INFLATABLE AIR MATESS SYSTEM ARCHITECTURE	ROB NUNN MATTHEW TILSTRA MATTHEW HILDEN PAUL MAHONEY	Sleep Number Corporation
14626593	19-FEB-2015			
9131781	15-SEP-2015	DISTRIBUTION PAD FOR A TEMPERATURE CONTROL SYSTEM	VIT ZAISS KODY KARSCHNIK	Sleep Number Corporation
13728087	27-DEC-2012			
D737250	25-AUG-2015	REMOTE CONTROL	JEFF INGHAM JOE FLUERY	Sleep Number Corporation
29449241	14-MAR-2013			

Patent No. / Application No.	Issue Date / Pub. Date / App. Date /	Title	Inventor(s)	Owner
5642546 08538404	01-JUL-1997 19-SEP-1995	INFLATABLE MATTRESS WITH IMPROVED BORDER SUPPORT WALL	MARK DICKENS YVES BEHAR NICK CRONAN JENNY OLSON CHAD GUNDELACH	Sleep Number Corporation
20170196369 15470481	13-JUL-2017 27-MAR-2017	INFLATABLE AIR MATTRESS AUTOFILL AND OFF BED PRESSURE ADJUSTMENT	WADE PALASHEWSKI CARL HEWITT ROB NUNN STEVEN YOUNG	Sleep Number Corporation Select Comfort Retail Corporation
20170049243 15341106	23-FEB-2017 02-NOV-2016	INFLATABLE AIR MATTRESS SYSTEM WITH DETECTION TECHNIQUES	ROB NUNN WADE PALASHEWSKI MATTHEW TILSTRA STEVEN YOUNG CARL HEWITT YURI ZHOVNIROVSKY	Sleep Number Corporation Select Comfort Retail Corporation
20160338871 15159194	24-NOV-2016 19-MAY-2016	INFLATABLE AIR MATTRESS SNORING DETECTION AND RESPONSE	ROB NUNN MATTHEW TILSTRA STEVEN YOUNG WADE PALASHEWSKI STACY STUSNYSKI CARL HEWITT	Sleep Number Corporation Select Comfort Retail Corporation

Trademarks

Mark	Class	App. No. / App. Date	Reg. No. / Reg. Date	Owner
DOES YOUR BED DO THAT?	20 35	87412218 14-APR-2017	5323657 31-OCT-2017	Sleep Number Corporation
IT	20	86982355 11-DEC-2015	5237997 04-JUL-2017	Sleep Number Corporation