

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462893

<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>
FXI, Inc.		01/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tempur World, LLC		
<b>Street Address:</b>	100 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2924366	SLEEP SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5028250220		
<b>Email:</b>	acahill@cahill-ip.com		
<b>Correspondent Name:</b>	Amy Sullivan Cahill		
<b>Address Line 1:</b>	6013 Brownsboro Park Boulevard		
<b>Address Line 2:</b>	Suite B		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40207		
<b>NAME OF SUBMITTER:</b>	Amy Sullivan Cahill		
<b>SIGNATURE:</b>	/Amy Sullivan Cahill/		
<b>DATE SIGNED:</b>	02/21/2018		
<b>Total Attachments: 1</b>			
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OP \$40.00 2924366

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment of Trademark (the "Assignment") is made and entered into as of the last day of signature below (the "Effective Date"), by and between **FXI, INC.**, a Delaware corporation having its principal place of business at 1400 North Providence Road, Suite 2000, Media, Pennsylvania 19063 (the "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 (the "Assignee") (collectively referred to as the "Parties").

**WHEREAS**, Assignor is the owner of the trademark SLEEP SOLUTIONS and attendant federal trademark registration U.S. Registration No. 2924366 (the "Trademark"); and

**WHEREAS**, Assignor wishes to assign its rights in the Trademark to Assignee.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **ASSIGNMENT:** 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 Trademark, together with the goodwill connected with the use of, and symbolized by, the Trademark.

2. **CONTINUING OBLIGATIONS:**

(i) Assignor agrees to assist Assignee, upon request and at Assignee's expense, by taking any reasonable action that may be necessary for the perfecting, securing or completing Assignee's rights in the Trademark and/or registration thereof, including the execution of a separate letter of consent for Assignee's registration of the SLEEP SOLUTIONS mark and/or the voluntary surrender of Assignor's U.S. Registration No. 2924366.

(ii) Assignor agrees that neither it nor any affiliated or related parties will attempt to use, or to make any registrations for, any mark or business name that is identical or similarly confusing to SLEEP SOLUTIONS.

(iii) Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.

4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer

5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Kentucky.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed as of the dates indicated below.

**FXI, INC.**

By: \_\_\_\_\_

Andrew R. Brusky

Name: \_\_\_\_\_

SVP, General Counsel and Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

January 5, 2018

**TEMPUR WORLD LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Bhaktar Rao

Title: \_\_\_\_\_

EVP & CFO

Date: \_\_\_\_\_

4 January 2018