

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kingsdown, Incorporated		03/29/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 111			
Property Type	Number	Word Mark	
Registration Number:	4545911	ARCTIC WAVE	
Serial Number:	86863401	BACK SMART	
Registration Number:	4577301	BEDMATCH	
Registration Number:	4134671	BLU-TEK WITH COOL SUPPORT TECHNOLOGY	
Registration Number:	4134673	BLU-TEK WITH COOL SUPPORT TECHNOLOGY	
Registration Number:	3303276	BODY BLEND	
Registration Number:	3419286	BODY ESSENTIAL	
Registration Number:	2592911	BODY MOTION	
Registration Number:	3794293	BODY NATURAL	
Registration Number:	2990187	BODY PERFECT	
Registration Number:	2422867	BODY PROFILE	
Registration Number:	5183604	BODY SCIENCE	
Registration Number:	4537992	BODY SIGNATURE	
Registration Number:	1654338	BODY SYSTEM	
Registration Number:	3463115	BODYADVANCE	
Registration Number:	3628399	BODYCARESS	
Registration Number:	3419236	BODYDIAGNOSTICS	
Registration Number:	3419100	BODYDIAGNOSTICS	
Registration Number:	3419224	BODYDUET	
TRADEMARK			

OP \$2790.00 4545911

Property Type	Number	Word Mark
Registration Number:	3406414	BODYSYSTEM PLUS
Registration Number:	4143570	CHILLY WAVE
Registration Number:	4248319	COLORMATCH
Registration Number:	3220851	COMFORTMATCH
Registration Number:	4032888	COOL WAVE
Registration Number:	1464598	
Registration Number:	0906191	CROWN IMPERIAL
Registration Number:	2882713	CUSHION CLOUD
Registration Number:	4543562	
Registration Number:	4543563	
Registration Number:	3999363	
Registration Number:	3648766	
Registration Number:	4091259	
Registration Number:	2789286	DIAGNOSTIC SLEEP CENTER
Registration Number:	3734972	DISCOVER A BETTER LIFE THROUGH THE SCIEN
Registration Number:	2407273	DORMODIAGNOSTICS
Registration Number:	2407274	DORMODIAGNOSTICS
Registration Number:	1599637	DR. GOODBONES
Registration Number:	4134034	ENDURO EDGE SUPPORT
Registration Number:	1081747	FLEXATRON
Serial Number:	87603712	FOR THE REST OF YOUR LIFE
Registration Number:	1684463	FRESH COMFORT
Registration Number:	3410330	FULL BODY SURROUND
Registration Number:	2054530	INSIGNIA
Registration Number:	4922571	INTELLIMAX
Registration Number:	4128691	IT'S THE COOLEST BED IN THE WORLD
Registration Number:	2362378	KINGSDOWN
Registration Number:	0520839	KINGSDOWN
Registration Number:	2117390	KINGSDOWN
Registration Number:	4046260	KINGSDOWN
Registration Number:	4659827	KINGSDOWN
Registration Number:	1404987	KINGSDOWN
Registration Number:	1404986	KINGSDOWN POSTURE
Registration Number:	4392708	KINGSDOWN SELECT
Registration Number:	2581811	KINGSDOWN
Serial Number:	87328761	KINGSDOWN WHITE
Registration Number:	3949366	LIVE LIFE WELL RESTED
Registration Number:	2605855	LOW PRESSURE

Property Type	Number	Word Mark
Registration Number:	1600891	
Registration Number:	2622210	MOTION BEDDING
Registration Number:	4109887	MY SIDE
Registration Number:	3794658	MY SIDE SLEEP. PERSONALIZED.
Registration Number:	4109888	MY SIDE CERTIFIED BY SLEEP TO LIVE
Registration Number:	3794621	MY SIDE TECHNOLOGY
Registration Number:	4062429	MYSIDE
Registration Number:	2335767	OUR PASSION IS SLEEP BECAUSE YOUR PASSIO
Registration Number:	3200642	PARTNER PERFECT
Registration Number:	4547422	PASSIONS
Registration Number:	4094543	PERFECTMATCH
Registration Number:	3563763	PERSONAL SLEEP
Registration Number:	3110344	PERSONAL SLEEP
Registration Number:	4605716	PILLOWMATCH
Registration Number:	4196094	PILLOWMATCH
Registration Number:	3664990	POWERED BY SMART
Registration Number:	4444142	QUEENSBRIDGE
Registration Number:	2569910	RELAXED SLEEP SURFACE
Registration Number:	4400588	ROYALL & BORDEN
Registration Number:	3861214	RSVP
Registration Number:	2276756	S.C.I.
Registration Number:	2286748	SCI SLEEP COMFORT INTERNATIONAL
Registration Number:	2365826	SCI SLEEP COMFORT INTERNATIONAL
Registration Number:	3668703	SCIENTIFIC MEASUREMENT AND RESPONSE TECH
Registration Number:	2603286	
Registration Number:	2260808	SLEEP COMFORT INTERNATIONAL
Registration Number:	2266877	SLEEP COMFORT INTERNATIONAL
Registration Number:	3499539	SLEEP MACHINE
Registration Number:	2774123	SLEEP SELECTIONS
Registration Number:	4526700	SLEEP SMART
Registration Number:	2918058	SLEEP SMART
Registration Number:	4526699	SLEEP SMART
Registration Number:	4388131	SLEEP SMART
Registration Number:	2168583	SLEEP TO LIVE
Registration Number:	2660601	SLEEP TO LIVE
Registration Number:	3587006	SLEEP TO LIVE
Registration Number:	3648767	SLEEP TO LIVE
Registration Number:	4115881	SLEEP TO LIVE

Property Type	Number	Word Mark
Registration Number:	4091258	SLEEP TO LIVE
Registration Number:	3874273	SLEEP TO LIVE BEHAVIOR ENVIRONMENT EQUIP
Registration Number:	4796852	SLEEP, MADE SMARTER
Registration Number:	0959372	SLEEP-IN
Registration Number:	3788503	SLEEP. PERSONALIZED.
Registration Number:	0919791	SLEEPING BEAUTY
Registration Number:	3842778	TAN GREEN BLUE RED
Registration Number:	3478031	THE MATTRESS THAT GROWS UP WITH YOU
Registration Number:	3276646	THE SLEEP HAVEN COLLECTION
Registration Number:	4526785	THE SPECIALIST COLLECTION
Registration Number:	3942427	THERMAL TRANSFER TECHNOLOGY
Registration Number:	1292319	TRADITION
Registration Number:	1525705	UNIFLEX
Registration Number:	2696883	VERTICAL ZONING
Registration Number:	3590648	VERTICAL ZONING
Registration Number:	3229930	VINTAGE COLLECTION

CORRESPONDENCE DATA

Fax Number:

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.

Email: emily.klump@clarivate.com

Correspondent Name: Nancy A. Zarazua, Paralegal

Address Line 1: 111 West Monroe Street, 17th Floor

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 03/30/2018

Total Attachments: 40

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SECURITY AGREEMENT RE: PATENTS AND TRADEMARKS

This Security Agreement Re: Patents and Trademarks (the “*Agreement*”) is dated as of March 29, 2018, by and among Kingsdown, Incorporated, a North Carolina corporation, with its chief executive office and mailing address at c/o Novacap Industries IV, L.P., 375 Roland Therrien Blvd. Suite 210, Longueuil, Québec J4H 4A6 (the “*Company*”), and Bank of Montreal (“*BMO*”), acting as administrative agent hereunder for the Secured Creditors hereinafter identified and defined with its mailing address at First Canadian Place, 18th Floor, 100 King Street West, Toronto, Ontario M5X 1A1 (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”);

WITNESSETH THAT:

WHEREAS, Owen & Company Limited, a corporation existing under the laws of the Province of Ontario (Owen & Company Limited, together with its permitted successors, by amalgamation or otherwise, and permitted assigns, hereinafter referred to as “*Owen*”), and the Company (together with Owen, collectively the “*Borrowers*” and each a “*Borrower*”) have entered into that certain Amended and Restated Credit Agreement dated as of March 29, 2018 (such Amended and Restated Credit Agreement, as amended, supplemented, replaced and restated or otherwise modified from time to time, the “*Credit Agreement*”) with each of the guarantors party thereto, with each of the financial institutions party thereto (collectively, including their respective successors and assigns, the “*Lenders*”), BMO, as issuing lender (together with its successors and assigns in such capacity, the “*Issuing Lender*”), and the Agent, pursuant to which the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers (the Agent, the Issuing Lender, and the Lenders, together with Affiliates of the Lenders with respect to Hedging Obligations and Services Obligations referred to below, being hereinafter referred to collectively as the “*Secured Creditors*” and individually as a “*Secured Creditor*”).

WHEREAS, the Company, the other debtors party thereto and the Agent entered into that certain Security Agreement dated as of March 29, 2018 (such Security Agreement, as amended, supplemented, replaced and restated or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, as a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrowers under the Credit Agreement, the Secured Creditors require, among other things, that each Debtor grant to the Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property and fixtures of such Debtor described herein subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Terms defined in Security Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Section 2. Grant of Security Interest in the Collateral. (a) As collateral security for the Secured Obligations, the Company hereby grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following::

(i) *Patents.* Patents, whether now owned or hereafter acquired, or in which Company now has or hereafter acquires any rights (the term "*Patents*" means and includes (i) all letters patent of the United States of America or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof), including, without limitation, each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Company's Patents;

(ii) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which Company now has or hereafter acquires any rights (the term "*Patent Licenses*" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Company's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) *Trademarks.* Trademarks and Trademark registrations, whether now owned or hereafter adopted or acquired, or in which Company now has or hereafter acquires any rights (the term "*Trademarks*" means and includes (i) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof), including, without limitation, each Trademark registration listed on Schedule B-1 hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of Company relating to the distribution of products bearing, or rendition of services otherwise relating to, a Trademark;

(iv) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which Company now has or hereafter acquires any rights (the term "*Trademark Licenses*" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Company's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards, to the extent that the foregoing pertain to manufacturing, production or processing operations of the Company and constitute trade secrets of the Company, and all licenses or other similar agreements granted to or by the Company with respect to any of the foregoing;

(vi) *General Intangibles and Records and Cabinets.* General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including, without limitation, written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(vii) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now existing or hereafter arising; and

(viii) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claim of the Company against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by the Company against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, and (iii) any claim by the Company against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other

property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii) and (iii);

all of the foregoing being herein sometimes referred to as the "*Collateral*"; *provided* that the Collateral shall not include any Excluded Collateral. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Company for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as the Company's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent for the ratable benefit of the Lenders on such Intent-To-Use Application as collateral security for the Secured Obligations.

Notwithstanding anything in this Agreement to the contrary, (a) the right of recovery against the Company under this Agreement shall not exceed \$1.00 less than the lowest amount that would render the Company's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law and (b) the Secured Obligations with respect to the Company shall not include any Excluded Swap Obligation.

Section 3. No Release. Nothing set forth in this Agreement shall relieve the Company from the performance of any term, covenant, condition or agreement on the Company's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Agent or any Lender to perform or observe any such term, covenant, condition or agreement on the Company's part to be so performed or observed or impose any liability on the Agent or any Lender for any act or omission on the part of the Company relative thereto or for any breach of any representation or warranty on the part of the Company contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. Use of Collateral. Notwithstanding anything to the contrary contained in this Agreement, until an Event of Default hereunder has occurred and is continuing and thereafter until otherwise notified by the Agent, the Company may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Agent shall from time to time execute and deliver, upon written request of the Company, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Company to enable the Company to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

Section 5. Representations and Warranties of the Company. The Company hereby represents and warrants to the Agent and the Lenders as follows:

(a) The Company is, and, as to the Collateral acquired by it from time to time after the date hereof, the Company will be, the owner or, as applicable, licensee of all the Collateral. The Company has made no previous assignment, conveyance, transfer or

agreement in conflict herewith. The Company further represents and warrants to the Agent and each Secured Creditor that Schedules A-1, A-2, B-1 and B-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks and Trademark Licenses owned or used by the Company as of the date hereof and that Schedules A-1, A-2, B-1 and B-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Company has made all necessary filings and recordings to protect its interests in the Collateral.

(c) The Company owns directly or has rights to use all the Collateral and all rights with respect to any of the foregoing used in, necessary for or of importance to the business of the Company in the ordinary course as presently conducted. The use of the Collateral and all rights with respect to the foregoing by the Company does not, to the best of the Company's knowledge after due inquiry, infringe on the rights of any party, nor has any claim of such infringement been made.

(d) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the Collateral located in the United States of America subject to no prior liens or encumbrances.

(e) To the best of the Company's knowledge after due inquiry, no claim has been made and remains outstanding that the Company's use of any of the Collateral does or may violate the rights of any third person.

Section 6. Covenants and Agreements of the Company. The Company hereby covenants and agrees with the Agent and the Secured Creditors as follows:

(a) Without limiting the generality of the foregoing paragraph (a) of this Section, the Company (i) will not enter into any agreement that would impair or conflict with the Company's obligations hereunder, (ii) will, promptly following its becoming aware thereof, notify the Agent and the Secured Creditors of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office with respect to any of the Collateral or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding the Company's claim of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration; (iii) will properly maintain and care for the Collateral to the extent necessary for the conduct of the business of the Company in the ordinary course as presently conducted and consistent with the Company's current practice; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens; (v) will not permit to lapse or become abandoned, settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral without the prior written consent of the Agent

or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon any responsible officer of the Company obtaining knowledge thereof, will promptly notify the Agent and the Secured Creditors in writing of any event which may reasonably be expected to materially and adversely affect the value of any of the Collateral, the ability of the Company or the Agent to dispose of any such Collateral or the rights and remedies of the Agent in relation thereto, including, without limitation, a levy or threat of levy or any legal process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Agent, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Company where permitted by law; (ix) will furnish to the Agent and any Secured Creditor from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Agent or such Secured Creditor may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and the Company has established adequate reserves therefor) and preclude interference with the operation of the business of the Company in the ordinary course; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(b) If the Company shall (i) obtain any rights to any new invention (whether or not patentable), know-how, trade secret, design, process, procedure, formula, diagnostic test, service mark, trademark, trademark registration, trade name, or license or (ii) become entitled to the benefit of any patent, patent application, service mark, trademark, trademark application, trademark registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Company so obtains or becomes entitled to any of the foregoing rights described in clauses (i) and (ii) above, the Company shall promptly give written notice thereof to the Agent. The Company agrees, promptly following written request therefor by the Agent, to confirm the attachment of the lien and security interest created hereby to any such rights described in clauses (i) and (ii) above by execution of an instrument in form and substance reasonably acceptable to the Agent.

(c) The Company hereby authorizes the Agent to modify this Agreement by amending Schedules A-1, A-2, B-1 and B-2 hereto to include any future Collateral.

(d) The Company shall prosecute diligently applications for the Patents and Trademarks now or hereafter pending that in the Company's reasonable judgment would

be materially beneficial to the business of the Company in the ordinary course, make application on unpatented but patentable inventions and registrable but unregistered Trademarks that in the Company's reasonable judgment would be materially beneficial to the business of the Company in the ordinary course, file and prosecute opposition and cancellation proceedings and do all acts necessary to preserve and maintain all its rights in the Collateral, unless as to any Patent or Trademark, in the reasonable judgment of the Company, such Patent or Trademark has become obsolete to the business of the Company. Any expenses incurred in connection with such actions shall be borne by the Company.

Section 7. Grant of License to Patents, Trademarks, Etc. Without in any way limiting the scope of the lien and security interest created hereby, the Company hereby grants to the Agent for the ratable benefit of the Secured Creditors an irrevocable, nonexclusive license and right to use all of the Company's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, copyrights, copyright licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Agent of all or any part of its collateral for the Secured Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral. The license and rights granted the Agent hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to the Company or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Such license and rights shall be absolute and unconditional to the extent used for the purpose stated above.

Section 8. Supplements; Further Assurances. The Company (i) agrees that it will join with the Agent in executing and, at the Company's own expense, file and refile, or permit the Agent to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including, without limitation, the United States Patent and Trademark Office) as the Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent hereunder and (ii) hereby authorizes the Agent to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Company where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Agent such additional instruments and documents, as the Agent may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Agent its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Company. Any costs of the foregoing incurred by the Agent shall be payable by the Company upon demand, together with interest thereon from the date of incurrence at the Default Rate until so paid, and shall constitute additional Secured Obligations hereunder.

Section 9. The Agent May Perform. If the Company fails to perform any agreement contained herein after receipt of a written request to do so from the Agent, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Company under Section 18.4 of the Credit Agreement.

Section 10. Remedies Upon Default. The occurrence of any “Event of Default” under and as defined in the Credit Agreement shall constitute an “*Event of Default*” hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois and any successor statute(s) thereto (regardless of whether such Uniform Commercial Code is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether such Uniform Commercial Code applies to the affected Collateral), and further the Agent may, without demand and without advertisement, notice, hearing or process of law, all of which the Company hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion. In addition to all other sums due the Agent or any Secured Creditor hereunder, the Company shall pay the Agent and any Secured Creditor all costs and expenses incurred by the Agent or such Secured Creditor, including attorneys’ fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Agent, such Secured Creditor or the Company concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code, as amended (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Company in accordance with Section 14(b) of the Security Agreement at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice; *however*, no notification need be given to the Company if the Company has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Agent or any Secured Creditor may be the purchaser at any such sale. The Company hereby waives all of its rights of redemption from any such sale. Subject to the provisions of applicable law, the Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Agent may further postpone such sale by announcement made at such time and place. The Agent has no obligation to prepare the Collateral for sale. The Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, the Agent may, to the full extent permitted by applicable law, with ten (10) days’ prior notice to the Company, and without advertisement, notice, hearing or process of law of any other kind, all of which the Company hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or granted a license to use, any or

all of the Collateral or any part hereof, in each case free of all rights and claims of the Company therein and thereto. In that connection, the Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Agent or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Agent may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals. The Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Agent's remedies (for the benefit of the Secured Creditors), with respect to such appointment without prior notice or hearing as to such appointment.

(d) In the event the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Agent, then and in every such case the Company, the Agent and each Secured Creditor shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Agent and the Secured Creditors shall continue as if no such proceeding had been instituted.

(e) Failure by the Agent to exercise any right, remedy or option under this Agreement or any other agreement between the Company and the Agent or provided by law, or delay by the Agent in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Secured Creditors or the Required Lenders, as the case may be, in accordance with the terms of the Credit Agreement. Neither the Agent, nor any Secured Creditor, nor any party acting as attorney for the Agent or any Secured Creditor, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent or the Secured Creditors may have.

Section 11. The Agent Appointed Attorney-in-Fact. The Company hereby irrevocably appoints the Agent, its nominee, or any other person whom the Agent may designate as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company, the Agent or otherwise, upon the occurrence and during the continuation of any Event of Default hereunder, or if the Company fails to perform any agreement contained herein, then to the extent necessary to enable the Agent to perform such agreement itself, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent or trademark or any application for Patents or Trademarks pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of the Company under the Credit Agreement shall have terminated, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to do all

other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable to enforce the rights of the Agent and the Secured Creditors with respect to any of the Collateral. The Company hereby ratifies and approves all acts of any such attorney and agrees that neither the Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of the Company under the Credit Agreement have terminated.

Section 12. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Agent in cash or its equivalent, be applied by the Agent in reduction of, or held as collateral security for, the Secured Obligations in accordance with the terms of the Credit Agreement. The Debtors shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Company or to whomsoever the Agent reasonably determines is lawfully entitled thereto.

Section 13. Indemnification; Litigation. (a) The Company hereby indemnifies the Agent and the Secured Creditors for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent, the Secured Creditors or any of them in any way relating to or arising out of, directly or indirectly, the manufacture, use or sale of products or processes utilizing or embodying any Collateral or any transactions contemplated hereby or any enforcement of the terms hereof; *provided, however,* that the Company shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified hereunder as finally determined by a court of competent jurisdiction.

(b) The Company shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Collateral, suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. To the extent required by Section 6(b)(ii), the Company shall promptly notify the Agent and the Secured Creditors in writing as to the commencement and prosecution of any such actions, or threat thereof, relating to the Collateral and shall provide to the Agent and the Secured Creditors such information with respect thereto as may be reasonably requested. The Agent and the Secured Creditors shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. The Company shall indemnify and hold harmless the Agent and the Secured Creditors for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent or any Secured Creditor in connection with or in any way arising out of such suits, proceedings or other actions; *provided, however,*

that the Company shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified hereunder

(c) Upon the occurrence and during the continuation of any Event of Default hereunder, the Agent shall have the right, but shall in no way be obligated, to file applications for protection of the Collateral or bring suit in the name of the Company, the Agent or the Secured Creditors to enforce the Collateral. In the event of such suit, the Company shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the Agent, as the case may be, for all costs and expenses incurred by the Agent in the exercise of its rights under this Section. In the event that the Agent shall elect not to bring suit to enforce the Collateral, the Company agrees, to the extent required by Section 6, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement.

Section 15. Termination and Release. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), both for principal and interest, have been fully paid and satisfied and the commitments of the Lenders to extend credit to or for the account of the Borrowers under the Credit Agreement have expired or otherwise terminated. Upon such termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtors, forthwith release its liens and security interests hereunder.

Section 16. The Agent. In acting under or by virtue of this Agreement, the Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Credit Agreement, all of which provisions of said Credit Agreement (including, without limitation, Article 16 thereof) are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 17. Miscellaneous. Section 14 of the Security Agreement is hereby incorporated herein mutatis mutandis.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed as of the date first above written.

KINGSDOWN, INCORPORATED

By: 

Name: Marc Paiement

Title: Director

[Signature Page to Security Agreement Re: Patents and Trademarks]

TRADEMARK
REEL: 006312 FRAME: 0793

Accepted and agreed to as of the date first above written.

BANK OF MONTREAL, as Agent

By 

Name: James L. Di Giacomo

Title: Managing Director

By 

Name: Francois Wenzel

Title: Managing Director

SCHEDULE A-1
TO
SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY

U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS

U.S. Patent #	Title	Filing Date	Issue Date
6,571,192	Automatic mattress selection system	11/28/2000	5/27/2003
6,741,950	Automatic mattress selection system	11/28/2000	5/25/2004
RE41,809	Automatic mattress selection system	1/24/2008	10/5/2010
6,990,425	Automatic mattress selection system	5/20/2004	1/24/2006
6,874,215	Method of making mattresses	4/1/2003	4/5/2005
7,631,381	Mattress having foam encasement and method of making the same	5/16/2007	12/15/2009
6,585,328	Customized mattress evaluation system	4/7/2000	7/1/2003
7,484,282	Method of making mattresses	4/4/2005	2/3/2020/09
8,341,786	Apparatuses and methods providing variable support and variable comfort control of a sleep system and automatic adjustment thereof	8/13/2010	1/1/2013
8,341,784	Apparatuses and methods for automatic pillow adjustment	8/13/2010	1/1/2013
8,620,615	Apparatuses and methods for evaluating a person for a sleep system	8/13/2010	12/31/2013
8,768,520	Systems and methods for controlling a bedroom environment and for providing sleep data	8/24/2010	7/1/2014
8,770,020	Methods and apparatuses for testing a sleep support member	8/13/2010	7/8/2014
8,813,285	Apparatuses and methods providing variable support and variable comfort control of a sleep system and automatic adjustment thereof	12/12/2012	8/26/2014
8,826,479	Apparatuses and methods providing variable support and variable comfort control of a sleep system and automatic adjustment thereof	12/12/2012	9/9/2014
9,138,067	Methods and apparatuses for comfort/support analysis of a sleep support member	8/30/2010	9/22/2015
9,566,031	Apparatuses and methods for measured sleep alarm signaling	1/30/2014	2/14/2017

SCHEDULE A-2
TO
SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY

PATENT LICENSES

- Software License Agreement by and among Kingsdown , Incorporated , Owen & Company, Limited and HMC LP. Holdings, Inc., dated September 17, 2012
- International License Agreement by and between Kingsdown , Incorporated and FEEG International Ltd. (Malaysia) dated November 11, 2013
- Authorization for Exclusive Trademark use by Kingsdown , Inc. to KD Bedding System Inc. (Republic of Korea) dated May 22, 2017 and related Cooperation Agreement by and between Kingsdown, Incorporated and KD Bedding System, Incorporated , dated May 22, 2017
- My Ideal Pillow Agreement 06-10-08, License Agreement between My Ideal Pillow and Kingsdown, Incorporated , dated June 10, 2008
- Letter from TrueParallel by Mark A. Rosenberg , President , dated December 18, 2017, to Frank Hood , President of Kingsdown, Inc.
- Non-Exclusive License Agreement by and between Brobard , LLC a Texas limited liability company, and Kingsdown, Inc., dated January 9, 2018, regarding license of Brobard's ID2 Intellectual Property

**SCHEDULE B-1
TO
SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

[See Annex I]

REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS

None

COMMON LAW RIGHTS

None

SCHEDULE B-2
TO
SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY

TRADEMARK LICENSES

- Software License Agreement by and among Kingsdown, Incorporated, Owen & Company, Limited and HMC LP. Holdings, Inc., dated September 17, 2012
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Annex I

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S14960	ARCTIC WAVE	85/156,359	10/19/2010	4,545,911	06/10/2014	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - Foam inlay sold as an integral component of a mattress					
United States	S21783	Back Smart	86/863,401	12/31/2015			Published	KINGSDOWN, INC.
Goods/Services:			(20) - Mattresses and box springs; none of the above for medical use					
United States	S20682	BEDMATCH	85/981,165	09/10/2010	4,577,301	07/29/2014	Registered	KINGSDOWN, INC.
Goods/Services:			(09) - BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR					
			(20) - MATTRESSES AND BOX SPRINGS; PILLOWS					
United States	S15576	BLU-TEK WITH COOL SUPPORT TECHNOLOGY	85/400,071	08/17/2011	4,134,671	05/01/2012	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - mattresses and box springs					




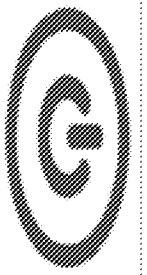
Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S15577	BLU-TEK WITH COOL SUPPORT TECHNOLOGY & Design	85/400,088	08/17/2011	4,134,673	05/01/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- mattresses and box springs				
United States	S11207	BODY BLEND	77/008,371	09/27/2006	3,303,276	10/02/2007	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- Mattresses and box springs				
United States	S11476	BODY ESSENTIAL	77/073,390	12/29/2006	3,419,286	04/29/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- Mattresses and box springs				
United States	S5595	BODY MOTION	76/247,608	04/27/2001	2,592,911	07/09/2002	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- mattresses and box springs				
United States	S13671	BODY NATURAL	77/655,555	01/23/2009	3,794,293	05/25/2010	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- Mattresses and box springs				
United States	S5917	BODY PERFECT	78/079,572	08/16/2001	2,990,187	08/30/2005	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- mattresses and box springs				

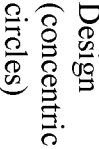
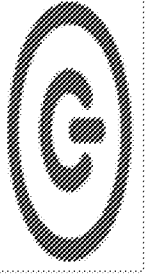
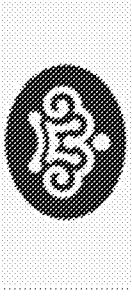

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S3370	BODY PROFILE	75/737,476	06/25/1999	2,422,867	01/23/2001	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof					
			(20) - mattresses and box springs					
United States	S22299	BODY SCIENCE	87/119,902	07/28/2016	5,183,604	04/11/2017	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S14938	Body Signature	85/145,285	10/05/2010	4,537,992	05/27/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S3371	BODY SYSTEM	74/017,795	01/10/1990	1,654,338	08/20/1991	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - beds, mattresses and box springs					
United States	S11482	BODYADVANC E	77/075,141	01/03/2007	3,463,115	07/08/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs not intended for use in health care facilities					
United States	S13073	BodyCaress (Stylized)	77/448,350	04/15/2008	3,628,399	05/26/2009	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					

BodyCaress

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S11424	BODYDIAGNOS TICS	77/061,476	12/11/2006	3,419,236	04/29/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a mattress and box spring, a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					
United States	S11280	BODYDIAGNOS TICS	77/033,294	10/31/2006	3,419,100	04/29/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S11419	BODYDUET	77/059,125	12/07/2006	3,419,224	04/29/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S11996	BODYSYSTEM PLUS	77/230,595	07/16/2007	3,406,414	04/01/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S14961	CHILLY WAVE	85/156,370	10/19/2010	4,143,570	05/15/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Foam inlay sold as an integral component of a mattress					
United States	S15260	ColorMarch	85/278,684	03/28/2011	4,248,319	11/27/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor (20) - Mattresses and box springs					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S15041	COMFORTMAT CH	78/777,268	12/20/2005	3,220,851	03/20/2007	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) MATTRESSES, PILLOWS					
United States	S14959	COOL WAVE	85/156,326	10/19/2010	4,032,888	09/27/2011	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Foam inlay sold as an integral component of a mattress					
United States	S3375	CROWN DESIGN	73/654,324	04/10/1987	1,464,598	11/10/1987	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs.					
								
United States	S3376	CROWN IMPERIAL	72/349,196	01/21/1970	906,191	01/19/1971	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses					
United States	S7544	CUSHION CLOUD	76/515,324	05/19/2003	2,882,713	09/07/2004	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S20199	Design (concentric circles)	86/116,881	11/12/2013	4,543,562	06/03/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a computer and computer software, a mattress and box spring, sold as a unit for use in analyzing and evaluating individuals, namely, body ergonomics and sleep position, balancing the comfort and support needed, and automatically and continuously adjusts accordingly					







Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S20446	 Design (concentric circles) Goods/Services: (20) - Mattresses and box springs	86/116,927	11/12/2013	4,543,563	06/03/2014	Registered	KINGSDOWN, INC.
United States	S14629	 Design (Crown) Goods/Services: (20) - Mattresses and box springs	85/030,041	05/04/2010	3,999,363	07/19/2011	Registered	KINGSDOWN, INC.
United States	S13878	 Design (Human Stretching) Goods/Services: (20) - Mattresses and box springs	77/977,206	04/11/2008	3,648,766	06/30/2009	Registered	KINGSDOWN, INC.
United States	S13069	 Design (Human Stretching) Goods/Services: (35) - Retail bedding, mattresses and bedding accessory store services; retail store services featuring bedding provided via a global computer network; business consulting services in the fields of sleep and bedding (41) - Conducting workshops and seminars in the fields of sleep and bedding (42) - Product development consultation in the fields of sleep and bedding	77/446,197	04/11/2008	4,091,259	01/24/2012	Registered	KINGSDOWN, INC.

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S5629	DIAGNOSTIC SLEEP CENTER	76/252,970	05/07/2001	2,789,286	12/02/2003	Registered	KINGSDOWN, INC.
		Goods/Services:	(35) - retail bedding, mattresses and bedding accessory store services					
United States	S13412	DISCOVER A BETTER LIFE THROUGH THE SCIENCE OF BETTER SLEEP	77/563,600	09/05/2008	3,734,972	01/05/2010	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor (20) - Mattresses and box springs					
United States	S3380	DORMODIAGN OSTICS	75/699,925	05/06/1999	2,407,273	11/21/2000	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a mattress and box spring; a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					
United States	S3381	DORMODIAGN OSTICS & DESIGN	75/699,992	05/06/1999	2,407,274	11/21/2000	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a mattress and box spring; a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					



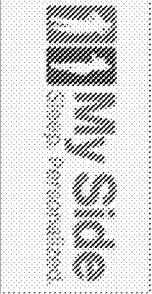

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S3382	DR. GOODBONES	73/826,449	09/15/1989	1,599,637	06/05/1990	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs and components thereof.					
United States	S15193	ENDURO EDGE SUPPORT	85/244,958	02/17/2011	4,134,034	05/01/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattress component, namely, reinforced supporting elements spaced intermittently along the perimeter of a mattress sold as an integral component of the mattress					
United States	S3383	FLEXATRON	73/115,182	02/09/1977	1,081,747	01/10/1978	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - resilient fiber batting used as a ingredient in mattresses, cushions and the like					
United States	S23255	FOR THE REST OF YOUR LIFE	87/603,712	09/11/2017			Published	KINGSDOWN, INC.
		Goods/Services:	(20) Mattresses and box springs					
United States	S3386	FRESH COMFORT	74/106,829	10/18/1990	1,684,463	04/28/1992	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs.					
United States	S9097	FULL BODY SURROUND	78/495,488	10/06/2004	3,410,330	04/08/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and Box Springs					
United States	S3390	INSIGNIA	75/053,920	02/06/1996	2,054,530	04/22/1997	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S21553	INTELLIMAX	86/718,353	08/07/2015	4,922,571	03/22/2016	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses, box springs and components thereof					
United States	S15580	IT'S THE COOLEST BED IN THE WORLD	85/401,164	08/18/2011	4,128,691	04/17/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S3393	KINGSDOWN	75/798,373	09/13/1999	2,362,378	06/27/2000	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof					
United States	S3394	KINGSDOWN	71/562,380	07/28/1948	520,839	02/07/1950	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - innerspring mattresses, box springs and coil springs					
United States	S3395	KINGSDOWN & "Old Mill" Design	75/079,739	03/28/1996	2,117,390	12/02/1997	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
								
United States	S14628	KINGSDOWN & Design (New Crown)	85/030,016	05/04/2010	4,046,260	10/25/2011	Registered	KINGSDOWN, INC.

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
								
		Goods/Services:	(20) - Mattresses and Box Springs					
		KINGSDOWN						
United States	S15013	KINGSDOWN & Design (New Crown)	85/179,830	11/18/2010	4,659,827	12/23/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Down pillows and pillows made of down					
								
		KINGSDOWN						
United States	S3396	KINGSDOWN and Crown Design	73/579,000	01/22/1986	1,404,987	08/12/1986	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs.					
								
		KINGSDOWN						
United States	S3397	KINGSDOWN POSTURE	73/578,994	01/22/1986	1,404,986	08/12/1986	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses					
United States	S15106	KINGSDOWN SELECT	85/213,131	01/07/2011	4,392,708	08/27/2013	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - MATTRESSES AND BOX SPRINGS					



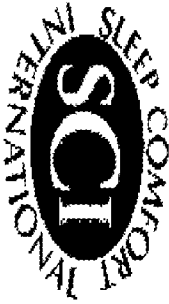
Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S5624	KINGSDOWN W/ CROWN DESIGN	76/260,136	05/22/2001	2,581,811	06/18/2002	Registered	KINGSDOWN, INC.
		Goods/Services: (35) - RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES						
United States	S22611	KINGSDOWN WHITE	87/328,761	02/08/2017			Published	KINGSDOWN, INC.
		Goods/Services: (20) - Mattresses and box springs						
United States	S14770	LIVE LIFE WELL RESTED	85/080,208	07/08/2010	3,949,366	04/19/2011	Registered	KINGSDOWN, INC.
		Goods/Services: (20) - Mattresses and Box Springs						
United States	S5614	LOW PRESSURE	76/252,922	05/07/2001	2,605,855	08/06/2002	Registered	KINGSDOWN, INC.
		Goods/Services: (20) - mattresses and box springs						
United States	S3402	MISCELLANEO US DESIGN	73/825,725	09/15/1989	1,600,891	06/12/1990	Registered	KINGSDOWN, INC.
		Goods/Services: (20) - mattresses and box springs and components thereof.						
United States	S5613	MOTION BEDDING	76/252,923	05/07/2001	2,622,210	09/17/2002	Registered	KINGSDOWN, INC.
		Goods/Services: (20) - mattresses and box springs						

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S15034	MY SIDE	85/187,968	12/01/2010	4,109,887	03/06/2012	Registered	KINGSDOWN, INC.
		Goods/Services:						
			(09) - BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR					
			(20) - MATTRESSES AND BOX SPRINGS					
United States	S13880	MY SIDE Sleep. Personalized. (Design - Humans sleeping)	77/721,977	04/24/2009	3,794,658	05/25/2010	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
								
United States	S15035	My Side CERTIFIED BY Sleep to Live & Design	85/187,974	12/01/2010	4,109,888	03/06/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
								
United States	S13827	MY SIDE TECHNOLOGY	77/709,744	04/08/2009	3,794,621	05/25/2010	Registered	KINGSDOWN, INC.

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
		Goods/Services:	(20) - mattresses and box springs					
United States	S15003	MYSIDE	85/179,356	11/17/2010	4,062,429	11/29/2011	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - MATTRESSES AND BOX SPRINGS					
United States	S3404	OUR PASSION IS SLEEP BECAUSE YOUR PASSION IS LIFE	75/693,953	04/30/1999	2,335,767	03/28/2000	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S9919	PARTNER PERFECT	78/657,986	06/24/2005	3,200,642	01/23/2007	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S20403	PASSIONS	86/094,206	10/17/2013	4,547,422	06/10/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S15025	PERFECTMATH H	85/184,488	11/24/2010	4,094,543	01/31/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR (20) - MATTRESSES AND BOX SPRINGS; PILLOWS					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S13140	PERSONAL SLEEP	77/476,968	05/16/2008	3,563,763	01/20/2009	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - bedding diagnostic system comprising a computer and computer software sold as a unit for analyzing and evaluating individuals and prescribing preferred mattress components therefor					
United States	S8980	PERSONAL SLEEP	78/470,873	08/20/2004	3,110,344	06/27/2006	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses, box springs and upholstered bases for mattresses					
United States	S14901	PILLOWMATCH	85/126,656	09/10/2010	4,605,716	09/16/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR (20) - MATTRESSES AND BOX SPRINGS; PILLOWS					
United States	S15225	PILLOWMATCH	85/253,549	02/28/2011	4,196,094	08/21/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(45) - Custom fitting of pillows to individual consumer sleep needs					
United States	S13510	Powered By SMART	77/594,326	10/16/2008	3,664,990	08/04/2009	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S14982	QUEENSBRIDG E	85/170,065	11/05/2010	4,444,142	12/03/2013	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses, box springs and pillows					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S5622	RELAXED SLEEP SURFACE	76/260,257	05/22/2001	2,569,910	05/14/2002	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S15362	ROYALL & BORDEN	85/317,145	05/10/2011	4,400,588	09/10/2013	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S11925	RSSVP	77/197,650	06/05/2007	3,861,214	10/12/2010	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S3411	S.C.I.	75/464,628	04/08/1998	2,276,756	09/07/1999	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S3412	SCI SLEEP COMFORT INTERNATIONAL & DESIGN	75/532,458	08/06/1998	2,286,748	10/12/1999	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					





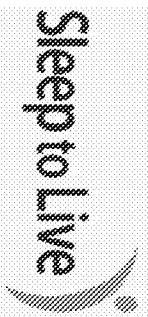
Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S3413	SCI SLEEP COMFORT INTERNATION AL & Globe Design	75/579,826	10/29/1998	2,365,826	07/11/2000	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- mattresses and box springs				
United States	S13511	SCIENTIFIC MEASUREMENT AND RESPONSE TECHNOLOGY	77/594,337	10/16/2008	3,668,703	08/18/2009	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- Mattresses and box springs				
United States	S3367	Sewing Man Design	75/585,873	11/10/1998	2,603,286	08/06/2002	Registered	KINGSDOWN, INC.
		Goods/Services:	(20)	- mattresses and box springs				
United States	S3417	SLEEP COMFORT INTERNATION AL	75/464,627	04/08/1998	2,260,808	07/13/1999	Registered	KINGSDOWN, INC.

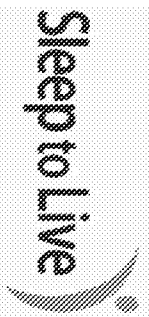


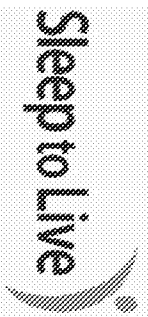


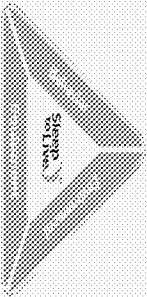
Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
		Goods/Services:	(20) - mattresses and box springs					
United States	S3418	SLEEP COMFORT INTERNATIONAL & Design	75/482,363	05/11/1998	2,266,877	08/03/1999	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S11261	SLEEP MACHINE	77/028,423	10/24/2006	3,499,539	09/09/2008	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof					
		Goods/Services:	(20) - Mattresses and box springs					
United States	S6197	SLEEP SELECTIONS	78/095,873	11/30/2001	2,774,123	10/14/2003	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S16523	SLEEP SMART	85/829,162	01/22/2013	4,526,700	05/06/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S7279	SLEEP SMART	78/204,598	01/17/2003	2,918,058	01/11/2005	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S16521	SLEEP SMART & Design	85/829,115	01/22/2013	4,526,699	05/06/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					
United States	S16520	SLEEP SMART & Design	85/829,094	01/22/2013	4,388,131	08/20/2013	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S3422	SLEEP TO LIVE	75/243,263	02/18/1997	2,168,583	06/23/1998	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S5623	SLEEP TO LIVE	76/252,924	05/07/2001	2,660,601	12/10/2002	Registered	KINGSDOWN, INC.
		Goods/Services:	(35) - retail bedding, mattresses and bedding accessory store services					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S13341	SLEEP TO LIVE & Design	77/548,386	08/15/2008	3,587,006	03/10/2009	Registered	KINGSDOWN, INC.
			Goods/Services: (09) - Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor					

United States	S13877	Sleep to Live & Design	77/977,207	04/11/2008	3,648,767	06/30/2009	Registered	KINGSDOWN, INC.
			Goods/Services: (20) - Mattresses and box springs					

United States	S15012	SLEEP TO LIVE & Design	85/179,809	11/18/2010	4,115,881	03/20/2012	Registered	KINGSDOWN, INC.
			Goods/Services: (20) - pillows					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S13068	SLEEP TO LIVE & Design	77/446,191	04/11/2008	4,091,258	01/24/2012	Registered	KINGSDOWN, INC.
		Goods/Services:	(35) - RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; BUSINESS CONSULTING SERVICES IN THE FIELDS OF SLEEP AND BEDDING (41) - CONDUCTING WORKSHOPS AND SEMINARS IN THE FIELDS OF SLEEP AND BEDDING (42) - PRODUCT DEVELOPMENT CONSULTATION IN THE FIELDS OF SLEEP AND BEDDING					
United States	S13873	SLEEP TO LIVE - BEHAVIOR ENVIRONMENT EQUIPMENT (Triangle Design)	77/719,922	04/22/2009	3,874,273	11/09/2010	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
								
United States	S21029	SLEEP, MADE SMARTER	86/429,022	10/20/2014	4,796,852	08/18/2015	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S3423	SLEEP-IN	72/426,215	06/02/1972	959,372	05/22/1973	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - convertible sofas					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S13829	SLEEP. PERSONALIZED	77/709,757	04/08/2009	3,788,503	05/11/2010	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - mattresses and box springs					
United States	S3424	SLEEPING BEAUTY	72/365,595	07/17/1970	919,791	09/07/1971	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - mattresses and box springs					
United States	S14012	TAN GREEN BLUE RED (Color Designs - Sleeping silhouettes)	77/773,578	07/02/2009	3,842,778	08/31/2010	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - Mattresses and box springs					
United States	S10163	THE MATTRESS THAT GROWS UP WITH YOU	78/722,212	09/28/2005	3,478,031	07/29/2008	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - mattresses and box springs					
United States	S9549	THE SLEEP HAVEN COLLECTION	78/572,915	02/23/2005	3,276,646	08/07/2007	Registered	KINGSDOWN, INC.
Goods/Services:			(20) - Mattresses and box springs					

Country	Our Ref.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S20023	THE SPECIALIST COLLECTION	85/847,833	02/12/2013	4,526,785	05/06/2014	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S14771	THERMAL TRANSFER TECHNOLOGY	85/080,217	07/08/2010	3,942,427	04/05/2011	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and Box Springs					
United States	S3427	TRADITION	73/443,872	09/15/1983	1,292,319	08/28/1984	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S3428	UNIFLEX	73/619,594	09/15/1986	1,525,705	02/21/1989	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses					
United States	S6408	VERTICAL ZONING	78/108,013	02/11/2002	2,696,883	03/11/2003	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - mattresses and box springs					
United States	S13285	VERTICAL ZONING	77/534,768	07/30/2008	3,590,648	03/17/2009	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					
United States	S10756	VINTAGE COLLECTION	78/918,471	06/28/2006	3,229,930	04/17/2007	Registered	KINGSDOWN, INC.
		Goods/Services:	(20) - Mattresses and box springs					