

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLEEP NUMBER CORPORATION		08/07/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	800 NICOLLET MALL, 3RD FLOOR		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5503238	SLEEPIQ	
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:	08/07/2018		
Total Attachments: 4			
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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 7th day of August, 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 has entered 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 February 14, 2018 (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.

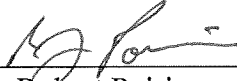
3. Intellectual Property Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Intellectual Property Security Agreement. The Pledgor hereby 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.

SLEEP NUMBER CORPORATION

By: 
Name: Robert Poirier
Title: Vice President and Chief Accounting Officer

SCHEDULE 1

Patents:

Matter ID	Appl No.	Patent No.	Title	Filed	Issue	Country
39870-0054DE1	14717937.8	602014027522.2	INFLATABLE AIR MATTRESS ALERT AND MONITORING SYSTEM	3/13/2014	6/27/2018	GERMANY
39870-0054EP1	14717937.8	2967226	INFLATABLE AIR MATTRESS ALERT AND MONITORING SYSTEM	3/13/2014	6/27/2018	EUROPEAN PATENT CONVENTION
39870-0054GB1	14717937.8	2967226	INFLATABLE AIR MATTRESS ALERT AND MONITORING SYSTEM	3/13/2014	6/27/2018	UNITED KINGDOM
39870-0059CN1	201480013013.0	ZL2014800130130	INFLATABLE AIR MATTRESS WITH LIGHT AND VOICE CONTROLS	3/13/2014	6/8/2018	CHINA
39870-0146JP1	2017-004604	1608071	BED	3/7/2017	6/8/2018	JAPAN
39870-0146JP2	2018-004158	1608104	BED	3/7/2017	6/8/2018	JAPAN
39870-0156JP1	2017-008814	1608072	BED FOUNDATION	4/25/2017	6/8/2018	JAPAN
39870-0156JP2	2018-004107	1608102	BED FOUNDATION	4/25/2017	6/8/2018	JAPAN
39870-0156JP3	2018-004108	1608103	BED FOUNDATION	4/25/2017	6/8/2018	JAPAN
39870-0053JP1	2016-502715	6339171	PARTNER SNORE FEATURE FOR ADJUSTABLE BED FOUNDATION	3/14/2014	5/18/2018	JAPAN
39870-0155JP1	2017-008813	1604884	MATRESS	4/25/2017	4/27/2018	JAPAN
39870-0155JP2	2017-014168	1605179	MATRESS	4/25/2017	4/27/2018	JAPAN
39870-0053CA1	2906112	2,906,112	PARTNER SNORE FEATURE FOR ADJUSTABLE BED FOUNDATION	3/14/2014	4/17/2018	CANADA

Trademarks:

Country	Mark	Status	Reg. No.	Reg. Date
US	SLEEPIQ	Registered	5503238	June 26, 2018

TRADEMARK

REEL: 006406 FRAME: 0998

RECORDED: 08/07/2018