

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protect-A-Bed, LLC		09/27/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4238025	ALLERLOCK	
Registration Number:	3878152	ALLERZIP	
Registration Number:	3560679	ALLERZIP	
Registration Number:	3486885	ALLERZIP	
Registration Number:	4122077	ALLERZIP	
Registration Number:	4230757	BEDBUGANATOR	
Registration Number:	3918132	BREATHE-A-VENT	
Registration Number:	4122078		
Registration Number:	3926912		
Registration Number:	3560683		
Registration Number:	4226200	BUG BLIMP	
Registration Number:	3486886	BUG LOCK	
Registration Number:	4844510	BUG LOCK	
Registration Number:	4115193	BUG LOCK	
Registration Number:	3560686	BUG LOCK	
Registration Number:	3924164	BUG LOCK	
Registration Number:	4230758	BUGANATOR	
Registration Number:	4225955	CUMFYSAFE	
Registration Number:	3945888	EVERY MATTRESS NEEDS PROTECTION	

CH \$1140.00 4238025

Property Type	Number	Word Mark
Registration Number:	4466833	GERMSMART
Registration Number:	3482288	HEALTHSHEET
Registration Number:	4973368	HEALTHY SLEEP ZONE SOLUTIONS
Registration Number:	4973367	HEALTHY SLEEP ZONE SOLUTIONS
Registration Number:	4959083	LIGHTSOUT
Registration Number:	3945887	LONG LIVE YOUR MATTRESS!
Registration Number:	4055435	LUXURY SLEEP STORY
Registration Number:	3109785	MIRACLE MEMBRANE
Registration Number:	5368173	PROTECT-A-BED
Registration Number:	5368174	PROTECT·A·BED
Registration Number:	4102175	PROTECT A BED
Registration Number:	4121296	PROTECT · A · BED
Registration Number:	5321430	PROTECT-A-BED
Registration Number:	2741608	PROTECT-A-BED
Registration Number:	3617210	PROTECT-A-BED PLUSH
Registration Number:	3720238	PROTECT-A-PILLOW
Registration Number:	4143168	PROTECTOR SELECTOR
Registration Number:	3959524	QUILTGUARD
Registration Number:	3914806	SECURE SEAL
Registration Number:	4317924	SNOREBEGONE
Registration Number:	4389548	STAY NEW
Registration Number:	4369141	STAY NEW
Registration Number:	4538345	THERM·A·SLEEP
Registration Number:	5138979	THERM-A-SLEEP
Registration Number:	4307914	TOTAL LUXURY PROTECTION
Serial Number:	87815796	HEALTHY SLEEP ZONE SOLUTIONS

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.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Arya Goudarzi
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86111.19

NAME OF SUBMITTER: Arya Goudarzi

SIGNATURE:	/Arya Goudarzi by trademarkny/
DATE SIGNED:	10/15/2018
Total Attachments: 8 source=GS Sure Fit - US Trademark Security Agreement#page1.tif source=GS Sure Fit - US Trademark Security Agreement#page2.tif source=GS Sure Fit - US Trademark Security Agreement#page3.tif source=GS Sure Fit - US Trademark Security Agreement#page4.tif source=GS Sure Fit - US Trademark Security Agreement#page5.tif source=GS Sure Fit - US Trademark Security Agreement#page6.tif source=GS Sure Fit - US Trademark Security Agreement#page7.tif source=GS Sure Fit - US Trademark Security Agreement#page8.tif	

U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2018, is between PROTECT-A-BED, LLC, a Delaware limited liability company (the "Grantor"), and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC (the "Agent").

W I T N E S S E T H:

WHEREAS, SF Home Décor, LLC, a Delaware limited liability company, Sure Fit Home Products, LLC, a Delaware limited liability company, Sure Fit Outdoor LLC, a Delaware limited liability company, Spencer N. Enterprises, LLC, a California limited liability company, Sure Fit Home Décor Holdings Corp., a Delaware corporation, Spencer Intermediate, LLC, a Delaware limited liability company, Sure Fit Home Decor Canada ULC, a British Columbia unlimited liability company, Sure Fit Home Products Acquisition, LLC, a Delaware limited liability company, PAB Acquisition Sub, LLC, a Delaware limited liability company, the Grantor, the lenders party thereto and Goldman Sachs Private Middle Market Credit LLC, as agent (in such capacity, "Agent") are parties to a Loan and Security Agreement dated as of July 13, 2017 (as amended by that certain Joinder and First Amendment, dated as of February 28, 2018, that certain Joinder and Second Amendment, dated as of the date hereof, and as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations under the Loan Agreement;

WHEREAS, the Grantor contemplates and intends that the Agent, on behalf of the Secured Parties, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of such Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all trademarks, to the extent included in the Collateral, including but not limited to the trademarks listed on Schedule A attached

hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Section 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Agent and the Grantor acknowledge that the Lien and security interest granted to the Agent, on behalf of the Lenders, pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be duly executed and delivered by their respective authorized officers as of the date first above written.

GRANTOR:

PROTECT-A-BED, LLC

By: 

Name: Charles F. Kuchne

Title: CFO

AGENT:

**GOLDMAN SACHS PRIVATE MIDDLE MARKET
CREDIT LLC**

David Yu

By: _____

Name: David Yu

Title: Authorized Signatory

Schedule A

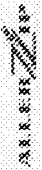
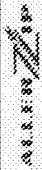




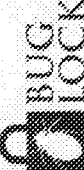
Mark	Design	Application No	Reg. No.	Status
ALLERLOCK		77797775	4238025	Registered
ALLERZIP		77980301	3878152	Registered
ALLERZIP		77487632	3560679	Registered
ALLERZIP		76978818	3486885	Registered
ALLERZIP and Design		77487643	4122077	Registered
BEDBUGANATOR		85288512	4230757	Registered
BREATHE-A-VENT		77980835	3918132	Registered
Bug and Lock Logo		77487660	4122078	Registered
Bug and Lock Logo		77980302	3926912	Registered
Bug and Lock Logo		77487654	3560683	Registered
BUG BLIMP		85091272	4226200	Registered
BUG LOCK		76978822	3486886	Registered
BUG LOCK		86538152	4844510	Registered
BUG LOCK and Design		77487674	4115193	Registered

Exhibit A

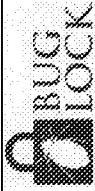

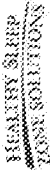
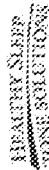




BUG LOCK and Design		77487669	3560686	Registered
BUG LOCK and Design		77980303	3924164	Registered
BUGANATOR		85288513	4230758	Registered
CUMFYSAFE		77675183	4225955	Registered
EVERY MATTRESS NEEDS PROTECTION		77951249	3945888	Registered
GERMSMART		85366109	4466833	Registered
HEALTHSHEET		78805290	3482288	Registered
HEALTHY SLEEP ZONE SOLUTIONS		85593063	4973368	Registered
HEALTHY SLEEP ZONE SOLUTIONS		85593061	4973367	Registered
HEALTHY SLEEP ZONE SOLUTIONS		87815796		Pending
LIGHTSOUT		86736247	4959083	Registered
LONG LIVE YOUR MATTRESS!		77951248	3945887	Registered
LUXURY SLEEP STORY		85239566	4055435	Cancelled 6/22/2018
MIRACLE MEMBRANE		76599608	3109785	Registered
PROTECT · A · BED and Design		87307228	5368173	Registered
PROTECT · A · BED and Design		87307300	5368174	Registered
PROTECT · A · BED and Design		85366100	4102175	Registered
PROTECT · A · BED and Wave Design (Purple)		85383020	4121296	Registered
PROTECT-A-BED		87322634	5321430	Registered
PROTECT-A-BED		76453268	2741608	Registered

Exhibit A

PROTECT-A-BED PLUSH		77422220	3617210	Registered
PROTECT-A-PILLOW		77413845	3720238	Registered
PROTECTOR SELECTOR		77951250	4143168	Registered
QUILTGUARD		85008144	3959524	Registered
SECURE SEAL		77675175	3914806	Registered
SNOREBEGONE		85403218	4317924	Registered
STAY NEW		85727739	4389548	Registered
STAY NEW		85403219	4369141	Registered
THERM-A-SLEEP	THERM-A-SLEEP	85584695	4538345	Registered
THERM-A-SLEEP		86981181	5138979	Registered
TOTAL LUXURY PROTECTION		85584359	4307914	Registered

SCHEDULE A
TO
U.S. TRADEMARK SECURITY AGREEMENT
REGISTERED TRADEMARKS AND APPLICATIONS

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>