

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omnia Italian Design LLC		01/11/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4740778	DREAMSATIONS	
Registration Number:	4553265	SONNO ELEGANTE	
Registration Number:	4227803	PERSONALIZING COMFORT	
Registration Number:	2542250	OMNIA	
CORRESPONDENCE DATA			
Fax Number:	4142713552		
<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:	4142775000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Cheryl Smukowski		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	115253.00137		
NAME OF SUBMITTER:	Cheryl Smukowski		
SIGNATURE:	/cms/		
DATE SIGNED:	01/31/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "Agreement"), dated as of this 11th day of January, 2019, is made by Omnia Italian Design LLC, a California limited liability company ("Grantor"), with its principal place of business and mailing address at 4950 Edison Avenue, Chino, CA 91710, in favor of Western Alliance Bank, an Arizona corporation (the "Bank"), with its mailing address at One East Washington Street, Phoenix, AZ 85004, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers from time to time party thereto, and the Bank are parties to a Credit Agreement dated as of January 11, 2019 (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement"), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor and the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a "Debtor" and collectively the "Debtors") grant to the Bank, a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Bank are parties to a Security Agreement dated as of January 11, 2019 (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Security Agreement"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Bank a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

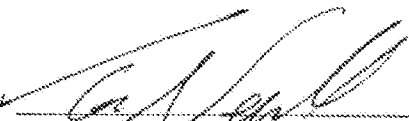
5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

OMNIA ITALIAN DESIGN LLC

By: CC Omnia Holdings LLC, its
manager

By: 
Name: Tom Newell
Title: Board Chairman

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

WESTERN ALLIANCE BANK

By: 

Name: Jeff Peterson

Title: Vice President

Signature Page - Trademark Security Agreement

TRADEMARK
REEL: 006545 FRAME: 0546

Schedule A

- Dreamsations, Trademark Registration Number 4,740,778, dated May 19, 2015.
- Sonno Elegante, Trademark Registration Number 4,553,265, dated June 17, 2014.
- Personalizing Comfort, Trademark Registration Number 4,227,803, dated October 16, 2012.
- Omnia, Trademark Registration Number 2,542,250, dated February 26, 2002.
- Omnia, Copyright Registration Number TXu001156483, dated February 26, 2004.