

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		02/11/2019	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	SIMMONS RESEARCH LLC		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4108297	SIMMONS	
Registration Number:	3388788	THE VOICE OF THE AMERICAN CONSUMER	
Registration Number:	2045959	CHOICES	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	MARC ELZWEIG		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	39733/3		
NAME OF SUBMITTER:	MARC ELZWEIG		
SIGNATURE:	/MARC ELZWEIG/		
DATE SIGNED:	02/12/2019		
Total Attachments: 3			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of February 11, 2019 by PNC BANK, NATIONAL ASSOCIATION, as agent (the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below), in favor of SIMMONS RESEARCH LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Agent, Lenders and other parties thereto;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantor granted to the Agent a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 16, 2017 at Reel 6130, Frame 0714; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Trademark Security Agreement, the Agent now desires to terminate and release its security interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or the Trademark Security Agreement.

2. Release of Security Interest in the Trademark Collateral. The Agent, on behalf of itself and the Lenders, hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases and discharges to the Grantor all of the Agent’s and the Lenders’ security interest in all of the Grantor’s right, title and interest in and to, and reassigns to the Grantor any right, title and interest the Agent or any Lender may have in or to, the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the trademarks, trademark applications and trademark registrations listed on Schedule 1 hereto and all of the goodwill associated therewith or symbolized thereby.

3. Recordation. The Agent hereby authorizes the Grantor or an authorized representative of the Grantor to record this Release with the United States Patent and Trademark Office.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized
as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 

Name: Sunnie Kim

Title: Vice President

Schedule 1

Trademarks

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
SIMMONS	United States	4108297 06-MAR-2012	85360813 30-JUN-2011	Simmons Research LLC
THE VOICE OF THE AMERICAN CONSUMER	United States	3388788 26-FEB-2008	78424686 25-MAY-2004	Simmons Research LLC
CHOICES	United States	2045959 18-MAR-1997	75090471 18-APR-1996	Simmons Research LLC