

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOPF SYSTEMS, LLC		02/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TEMPUR WORLD, LLC		
Street Address:	1000 TEMPUR WAY		
City:	LEXINGTON		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2776269	SLEEP OUTFITTERS	
Registration Number:	2943372	IMS	
Registration Number:	2943371	INNOVATIVE MATTRESS SOLUTIONS	
Registration Number:	1237826	MATTRESS WAREHOUSE	
Registration Number:	1949000	MATTRESS WAREHOUSE	
Registration Number:	3652314	OUTFITTING YOU FOR A HEALTHY LIFE	
Registration Number:	3834657	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPI	
Registration Number:	5087701	OUTFITTERS COLLECTION	
Registration Number:	5001556	SLEEP OUTFITTERS	
Registration Number:	5001557	SLEEP OUTFITTERS	
Registration Number:	5001559	IMS INNOVATIVE MATTRESSS SOLUTIONS	
Registration Number:	4901960	SLEEP LIKE A CHAMPION	
Registration Number:	5200005	MAKE IT GREAT WHEN YOU ELEVATE	
Registration Number:	5444767	OUTFITTERS TO GO	
Registration Number:	4485321	UDREAM	
Registration Number:	4425208	UDREAM	
CORRESPONDENCE DATA			
Fax Number:	3125548015		

CH \$415.00 2776269

TRADEMARK

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: 312-554-8000
Email: BLC@pattishall.com, kep@pattishall.com
Correspondent Name: Bradley L. Cohn
Address Line 1: 200 South Wacker Drive, Suite 2900
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2772-028
NAME OF SUBMITTER:	Bradley L. Cohn
SIGNATURE:	/bradleycohn/
DATE SIGNED:	03/04/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February, 28 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **KNOPF SYSTEMS, LLC** (the “**Grantor**”) in favor of **TEMPUR WORLD, LLC**, as DIP Lender (in such capacity, together with its successors and permitted assigns, the “**DIP Lender**”).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of February, 28 2019 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the DIP Lender pursuant to which the Grantor granted a security interest to the DIP Lender in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agrees with the DIP Lender as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the DIP Lender, its successors and assigns, a security interest in and continuing lien on, with the priority set forth in Section 2.18(a) of the Credit Agreement, all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all U.S. and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, brand names, logos and all other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, this Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under

Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the DIP Lender pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the DIP Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination

Subject to Section 11 of the Pledge and Security Agreement, upon the full payment and performance of the Secured Obligations, the cancellation or termination of the Term Commitments, upon written request of the Grantor, the DIP Lender shall (at the Grantor’s sole cost and expense) execute and deliver to the Grantor or otherwise authorize the filing of a document, in a form and substance reasonably satisfactory to the DIP Lender, releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law

EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KNOFF SYSTEMS, LLC

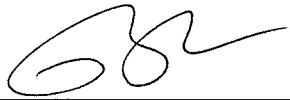
By: Kimberly B Knopf
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006579 FRAME: 0550**

Accepted and Agreed:

TEMPUR WORLD, LLC,
as DIP Lender

By: 






Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006579 FRAME: 0551

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Sleep Outfitters	76241663	April 17, 2001	2,776,269	10/21/2003
IMS	76531524	July 18, 2003	2,943,372	04/26/2005
INNOVATIVE MATTRESS SOLUTIONS	76531523	July 18, 2003	2,943,371	April 26, 2005
	73368303	June 7, 1982	1,237,826	05/10/1983
	74637490	February 23, 1995	1,949,000	01/16/1996
Outfitting you for a healthy life	77461070	April 29, 2008	3,652,314	07/07/2009
Sleep like a champion play like a champion	77912170	January 14, 2010	3,834,657	08/17/2010
Outfitters Collection	86698371	July 20, 2015	5,087,701	11/22/2016
	86700061	July 21, 2015	5,001,556	07/19/2016
	86700126	July 21, 2015	5,001,557	07/19/2016
	86700184	July 21, 2015	5,001,559	07/19/2016
Sleep like a champion	86703035	July 23, 2015	4,901,960	02/16/2016
Make it great when you elevate	87/211,519	10/21/2016	5200005	May 9, 2017
Outfitters to Go	87/392,427	03/30/2017	5444767	April 10, 2018
UDREAM	86043520	August 21, 2013	4485321	February 18, 2014
UDREAM	85878938	March 18, 2013	4425208	October 29, 2013