

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Term Loan Intellectual Property Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tuft & Needle, LLC		11/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Administrative Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5490964	& FRAME
Registration Number:	5316489	& SHEETS
Registration Number:	5305851	& PILLOW
Registration Number:	5436262	& POUCH
Registration Number:	5394117	TUFT & NEEDLE & PILLOW
Registration Number:	5247908	TN.COM
Registration Number:	5173090	SNOOZEDUES
Registration Number:	5443885	MATTRESS STORES ARE GREEDY
Registration Number:	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Registration Number:	4964252	TUFT & NEEDLE
Registration Number:	5083389	TN
Registration Number:	5143379	WAKE UP BETTER
Registration Number:	5115227	T&N ADAPTIVE
Registration Number:	5233659	T&N
Registration Number:	5242547	TUFT & NEEDLE
Registration Number:	5229256	&
Registration Number:	4836760	T&N
Registration Number:	4836761	TUFT & NEEDLE

OP \$640.00 5490964

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5595965	TUFT & NEEDLE
Registration Number:	4616761	TUFT & NEEDLE
Registration Number:	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Registration Number:	5267021	TUFT & NEEDLE
Serial Number:	87740540	MINT
Serial Number:	86601194	TUFT & NEEDLE
Serial Number:	86601200	T&N

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029217-0298
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	04/04/2019

Total Attachments: 7
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SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of November 30, 2018 (this "IP Security Agreement Supplement"), by Tuft & Needle, LLC, a Delaware limited liability company (the "**Grantor**") in favor of Goldman Sachs Bank USA ("**GS**"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Second Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation ("SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "Second Lien Lenders") and GS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Term Loan Agreement, the Grantor and the Administrative Agent have entered into that certain Second Lien Term Loan Intellectual Property Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) which was recorded at the United States Patent and Trademark Office on December 5, 2016 at Reel/Frame No. 5934/0689 with respect to trademarks owned by Dreamwell, Ltd., at Reel/Frame No. 5936/0230 with respect to trademarks owned by National Bedding Company L.L.C., at Reel/Frame No. 040813/0175 with respect to patents owned by Dreamwell, Ltd., and at Reel/Frame No. 040807/0451 with respect to patents owned by National Bedding Company L.L.C. and which was recorded with the United States Copyright Office on November 25, 2016 at Volume 9939, Document 931 with respect to copyrights owned by National Bedding Company L.L.C. and SSB Manufacturing Company. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "Additional IP Collateral"):

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

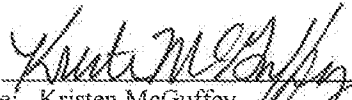
SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement 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 contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this IP Security Agreement Supplement as of the day and year first above written.

TUFT & NEEDLE, LLC

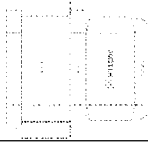

By: 
Name: Kristen McGuffey
Title: Executive Vice President,
General Counsel and Secretary

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT JOINDER]

TRADEMARK
REEL: 006609 FRAME: 0039

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5490964	& FRAME
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5316489	& SHEETS
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5305851	& PILLOW
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5436262	& POUCH
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5394117	TUFT & NEEDLE & PILLOW 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5247908	TN.COM
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5173090	SNOOZEDUES
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5443885	MATTRESS STORES ARE GREEDY
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4964252	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5083389	TN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5143379	WAKE UP BETTER
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5115227	T&N ADAPTIVE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5233659	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5242547	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5229256	& 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836760	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836761	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5595965	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4616761	TUFT & NEEDLE

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5267021	TUFT & NEEDLE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	87740540	MINT
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601194	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601200	T&N

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	15/891,887	Flame Retardant Cover
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/615,899	Bed Frame
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	16/037,833	Mattress Carrier
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/657,664	
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/671,031	

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002016570	5 Reasons Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002012578	Classic Bed Photo
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002015462	Compatible Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013178	Death of the Salesman Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004481	Making of a Mattress: Design Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282833	Our Story Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013163	Setup Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VAu001254454	Social Responsibility Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004406	T&N Adaptive Foam Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004408	Truth: Layers Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282857	Truth Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008285606	Tuft & Needle Home Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004480	Wake up Better: Assembly Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004483	We Are Fixers: Online Video

COPYRIGHT APPLICATIONS

None.