

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM545629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tempur World, LLC		10/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Administrative Agent
Street Address:	10 South Dearborn Street LS2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1237826	MATTRESS WAREHOUSE
Registration Number:	1949000	MATTRESS WAREHOUSE
Registration Number:	2776269	SLEEP OUTFITTERS
Registration Number:	2943372	IMS
Registration Number:	2943371	INNOVATIVE MATTRESS SOLUTIONS
Registration Number:	3652314	OUTFITTING YOU FOR A HEALTHY LIFE
Registration Number:	3834657	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPI
Registration Number:	4425208	UDREAM
Registration Number:	4485321	UDREAM
Registration Number:	4901960	SLEEP LIKE A CHAMPION
Registration Number:	5001559	IMS INNOVATIVE MATTRESSS SOLUTIONS
Registration Number:	5001556	SLEEP OUTFITTERS
Registration Number:	5001557	SLEEP OUTFITTERS
Registration Number:	5087701	OUTFITTERS COLLECTION
Registration Number:	5200005	MAKE IT GREAT WHEN YOU ELEVATE
Registration Number:	5444767	OUTFITTERS TO GO
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	3979269	NEWPORT BREEZE
Registration Number:	4042857	BREEZE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4367927	
Registration Number:	4379149	
Registration Number:	5287955	RHAPSODY
Registration Number:	5366222	CONTOUR RHAPSODY
Registration Number:	5708907	
Registration Number:	5709300	QUIETMODE
Serial Number:	88057434	PERFECTSEAT

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1141899 TM TW
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/17/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by Tempur World, LLC (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement (as hereinafter defined) or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantor owns, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of the Grantor’s Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue

for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the “**Trademark Collateral**”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

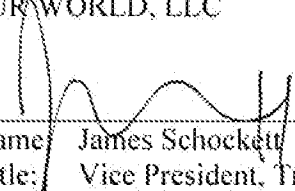
SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TEMPURWORLD, LLC

By:

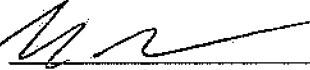

Name: James Schockett
Title: Vice President, Treasurer and
Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006773 FRAME: 0937

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Richard Barritt
Title: Executive Director

TRADEMARK REGISTRATIONS

<u>No.</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
1.	Tempur World, LLC (via assignment)	1,237,826	10-May-1983	MATTRESS WAREHOUSE & Design
2.	Tempur World, LLC (via assignment)	1,949,000	16-Jan-1996	MATTRESS WAREHOUSE & Design
3.	Tempur World, LLC (via assignment)	2,776,269	21-Oct-2003	SLEEP OUTFITTERS
4.	Tempur World, LLC (via assignment)	2,943,372	26-Apr-2005	IMS
5.	Tempur World, LLC (via assignment)	2,943,371	26-Apr-2005	INNOVATIVE MATTRESS SOLUTIONS
6.	Tempur World, LLC (via assignment)	3,652,314	7-Jul-2009	OUTFITTING YOU FOR A HEALTHY LIFE
7.	Tempur World, LLC (via assignment)	3,834,657	17-Aug-2010	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPION
8.	Tempur World, LLC (via assignment)	4,425,208	29-Oct-2013	UDREAM
9.	Tempur World, LLC (via assignment)	4,485,321	18-Feb-2014	UDREAM (stylized and Design)
10.	Tempur World, LLC (via assignment)	4,901,960	16-Feb-2016	SLEEP LIKE A CHAMPION
11.	Tempur World, LLC (via assignment)	5,001,559	19-Jul-2016	IMS and Design (Innovative Mattress Solutions underneath)
12.	Tempur World, LLC (via assignment)	5,001,556	19-Jul-2016	SLEEP OUTFITTERS & Design (Moon and Stars in Oval)

<u>No.</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
13.	Tempur World, LLC (via assignment)	5,001,557	19-Jul-2016	SLEEP OUTFITTERS & Design (Moon and Stars)
14.	Tempur World, LLC (via assignment)	5,087,701	22-Nov-2016	OUTFITTERS COLLECTION
15.	Tempur World, LLC (via assignment)	5,200,005	9-May-2017	MAKE IT GREAT WHEN YOU ELEVATE
16.	Tempur World, LLC (via assignment)	5,444,767	10-Apr-2018	OUTFITTERS TO GO
17.	Tempur World LLC	4,425,208*	10/29/2013	UDREAM
18.	Tempur World, LLC	2,924,366	1-Feb-2005	SLEEP SOLUTIONS
19.	Tempur World, LLC	3,979,269	14-Jun-2011	NEWPORT BREEZE
20.	Tempur World, LLC	4,042,857	18-Oct-2011	BREEZE
21.	Tempur World, LLC	4,367,927	16-Jul-2013	DOT CIRCLE DESIGN (B&W)
22.	Tempur World, LLC	4,379,149	6-Aug-2013	DOT CIRCLE DESIGN (Greyscale)
23.	Tempur World, LLC	5,287,955	12-Sep-2017	RHAPSODY
24.	Tempur World, LLC	5,366,222	26-Dec-2017	CONTOUR RHAPSODY
25.	Tempur World, LLC	5,708,907	26-Mar-2019	2018 OSLO Trade Dress
26.	Tempur World, LLC	5,709,300	26-Mar-2019	QUIETMODE

TRADEMARK APPLICATIONS

<u>No.</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
1.	Tempur World, LLC	88/057,434	19-Mar-2019	PERFECTSEAT