

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Down-Lite International, Inc.		10/18/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank Equipment Finance, a division of U.S. Bank National Association		
Street Address:	P.O. Box 230789		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97281-0789		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	88594767	CONTINUOUS COMFORT	
Serial Number:	88035120	REST-FILL	
Registration Number:	5877731	360DOWN	
Registration Number:	5800447	AHHHHHMAZING	
Serial Number:	88070317	SLEEP CARE	
Serial Number:	88208821	365DOWN	
Serial Number:	88088529	THERMOLOFT	
Serial Number:	88281008	EARTH'S FINEST	
Serial Number:	88232136	DOWN HALO	
Serial Number:	88256951	AHHHHHMAZING	
Serial Number:	88273109	COMFORT INDEX	
Serial Number:	88141495	COMFORTONE	
Serial Number:	88141474	INTELLI-GRIP	
Serial Number:	88141458	FLEXSUPPORT	
Registration Number:	5875001	AQUALOFT	
Serial Number:	87774281	SUPER-CLEAN FILL	
Serial Number:	87864935	COREDOWN	
Serial Number:	87830328	EVERY POSITION PILLOW	
Serial Number:	87551427	FREEZE COOLING TECHNOLOGY	

CH \$1340.00 88594767

Property Type	Number	Word Mark
Serial Number:	87551404	FREEZE
Serial Number:	87841972	MATTRESS MATE
Serial Number:	87336964	RE-CHARGED DOWN CERTIFIED 100% RECYCLEDH
Serial Number:	87336939	RE-CHARGED DOWN
Registration Number:	5782578	ZZZ(BETTER)
Serial Number:	87698224	SMART TE(CH)XTILES
Registration Number:	5752717	COMPLETE RECOVERY
Serial Number:	87662940	INTELLI-PEDIC
Registration Number:	5628695	PLANETWISE
Registration Number:	5612543	DREAM NATURALLY
Registration Number:	5114962	INFINITY SKIRT
Registration Number:	5051061	FAT HEAD
Registration Number:	4946812	WOOL-DOWN HALO
Registration Number:	4906387	ULTIMATE GOOSE DOWN ALTERNATIVE
Registration Number:	4397772	LIQUILOFT
Registration Number:	4255379	DOWN-TRAC
Registration Number:	4085196	SMARTDOWN
Registration Number:	4069565	DOWNLITE
Registration Number:	4072854	DOWNLITE
Registration Number:	4058685	DOWNLITE
Registration Number:	5068912	COOLDOWN
Registration Number:	4556724	POSTURE FIT
Registration Number:	4448946	OPTILUXE
Registration Number:	4502507	PUR-DOWN
Registration Number:	3538896	SLEEP BALANCE
Registration Number:	3112973	MICROLOFT
Registration Number:	3707071	SOFTPLUS
Registration Number:	3635726	REST ASSURED
Registration Number:	3632002	SUREGRIP
Registration Number:	3528321	MEMORY GEL
Registration Number:	2480843	ENVIROLOFT
Registration Number:	2223831	PERMABAFFLE
Registration Number:	2085587	ENVIRODOWN
Registration Number:	3600411	DOWN LIKE LUXURY

CORRESPONDENCE DATA

Fax Number: 2025339099

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.

TRADEMARK

REEL: 006777 FRAME: 0296

Phone: 202-467-8800
Email: mjhoran@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 - IPLAW@VORYS
Address Line 2: ATTN: LAURA T. GEYER
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 24317-12

NAME OF SUBMITTER: Miranda Horan

SIGNATURE: /MirandaHoran/

DATE SIGNED: 10/23/2019

Total Attachments: 7

source=Trademark Security Agreement (USBEF) - Down-Lite#page1.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page2.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page3.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page4.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page5.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page6.tif
source=Trademark Security Agreement (USBEF) - Down-Lite#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 18, 2019 (the "Effective Date"), is entered into by and between **DOWN-LITE INTERNATIONAL, INC.**, an Ohio corporation ("Grantor"), whose principal place of business and mailing address is 8153 Duke Boulevard, Mason, Ohio 45040, and (ii) **U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION**, ("Secured Party"), having offices at P.O. Box 230789, Portland, Oregon 97281-0789, and is as follows:

WITNESSETH

This Agreement is executed in connection with (i) the Master Loan Agreement, dated November 14, 2014, by and between Grantor and Secured Party each Schedule executed and delivered in connection therewith (as heretofore amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Master Loan Agreement"), (ii) the Security Agreement, dated as of December 28, 2017, by and between Grantor and Secured Party (as heretofore amended, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "2017 Security Agreement"), (iii) the Security Agreement, dated as of February 28, 2019, by and between Grantor and Secured Party (as heretofore amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "2019 Security Agreement" and, together with the 2017 Security Agreement, each a "Security Agreement") and (iv) the Second Forbearance Agreement and Amendment to Equipment Finance Documents, dated as of June 17, 2019, by between Grantor and Lender (as heretofore amended, as amended by that certain Third Amendment to Second Forbearance Agreement and Amendment to Equipment Finance Documents dated as of even date herewith (the "Third Amendment"), and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Forbearance Agreement.

WHEREAS, Grantor has requested that Lender continue to conditionally and temporarily forbear from the immediate exercise of the Collection Rights and amend the Forbearance Agreement, in each case on the terms and conditions set forth in the Third Amendment.

WHEREAS, it is a condition precedent to the effectiveness of the Third Amendment that Grantor execute and deliver this Agreement to Lender.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Grantor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
- (g) together, in each case, with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and
- (h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), any such Intent to Use Application shall automatically be considered Trademark Collateral.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Grantor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Minnesota (without reference to Minnesota conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "Code") will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

As used in this Agreement, “Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the Collateral (as defined in the Master Loan Agreement and the Security Agreements, collectively), or any of Secured Party's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreements applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be “Collateral” for all purposes of each Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Master Loan Agreement, any Security Agreement or any other Equipment Finance Document, which security interests and other Liens, Grantor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement, the Master Loan Agreement, the Security Agreements and any of the other Equipment Finance Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

Grantor acknowledges and agrees that this Agreement is an Equipment Finance Document. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Secured Party, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

Grantor

DOWN-LITE INTERNATIONAL, INC.

By: 

John G. Kuhnash, Chief Financial Officer

Secured Party

**U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S.
BANK NATIONAL ASSOCIATION**

By: _____

Suzanne E. Geiger, Senior Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006777 FRAME: 0301

IN WITNESS WHEREOF, Grantor and Secured Party, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

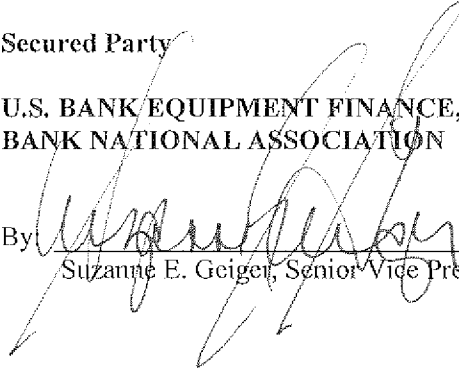
Grantor

DOWN-LITE INTERNATIONAL, INC.

By: _____
John G. Kuhnash, Chief Financial Officer

Secured Party

**U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S.
BANK NATIONAL ASSOCIATION**


By:  _____
Suzanne E. Geiger, Senior Vice President

SCHEDULE I
TRADEMARKS

U.S. Trademarks

Owner: Down-Lite International, Inc., an Ohio corporation*

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	CONTINUOUS COMFORT	88594767	08/27/2019	n/a	n/a
2.	REST-FILL	88035120	07/12/2018	n/a	n/a
3.	360DOWN	88086540	08/21/2018	5877731	10/08/2019
4.	AHHHHHMAZING	88256826	01/10/2019	5800447	07/09/2019
5.	SLEEP CARE	88070317	08/08/2018	n/a	n/a
6.	365DOWN	88208821	11/28/2018	n/a	n/a
7.	THERMOLOFT	88088529	08/22/2018	n/a	n/a
8.	EARTH'S FINEST	88281008	01/29/2019	n/a	n/a
9.	DOWN HALO	88232136	12/17/2018	n/a	n/a
10.	AHHHHHMAZING	88256951	01/10/2019	n/a	n/a
11.	COMFORT INDEX	88273109	01/23/2019	n/a	n/a
12.	COMFORTONE	88141495	10/03/2018	n/a	n/a
13.	INTELLI-GRIP	88141474	10/03/2018	n/a	n/a
14.	FLEXSUPPORT	88141458	10/03/2018	n/a	n/a
15.	AQUALOFT	87771953	01/26/2018	5875001	10/01/2019
16.	SUPER-CLEAN FILL	87774281	01/29/2018	n/a	n/a
17.	COREDOWNS	87864935	04/05/2018	n/a	n/a
18.	EVERY POSITION PILLOW	87830328	03/12/2018	n/a	n/a
19.	FREEZE COOLING TECHNOLOGY 	87551427	08/01/2017	n/a	n/a
20.	FREEZE	87551404	08/01/2017	n/a	n/a
21.	MATTRESS MATE	87841972	03/20/2018	n/a	n/a
22.	RE-CHARGED DOWN CERTIFIED 100% RECYCLEDHIGH PERFORMANCE DOWN 	87336964	02/15/2017	n/a	n/a
23.	RE-CHARGED DOWN	87336939	02/15/2017	n/a	n/a

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
24.	ZZZ(BETTER)	87698206	11/27/2017	5782578	06/18/2019
25.	SMART TE(CH)XTILES	87698224	11/27/2017	n/a	n/a
26.	COMPLETE RECOVERY	87832224	03/13/2018	5752717	05/14/2019
27.	INTELLI-PEDIC	87662940	10/27/2017	n/a	n/a
28.	PLANETWISE	87435388	05/03/2017	5628695	12/11/2018
29.	DREAM NATURALLY	87304358	01/17/2017	5612543	11/20/2018
30.	INFINITY SKIRT	86369403	08/18/2014	5114962	01/03/2017
31.	FAT HEAD	86714693	08/04/2015	5051061	09/27/2016
32.	WOOL-DOWN HALO	86253952	04/16/2014	4946812	04/26/2016
33.	ULTIMATE GOOSE DOWN ALTERNATIVE	86482019	12/16/2014	4906387	02/23/2016
34.	LIQUILOFT	85756068	10/17/2012	4397772	09/03/2013
35.	DOWN-TRAC	85569170	03/14/2012	4255379	12/04/2012
36.	SMARTDOWN	85277142	03/25/2011	4085196	01/10/2012
37.	DOWNLITE	85151823	10/13/2010	4069565	12/13/2011
38.	DOWNLITE	85151810	10/13/2010	4072854	12/20/2011
39.	DOWNLITE	85151814	10/13/2010	4058685	11/22/2011
40.	COOLDOWN	85804178	12/17/2012	5068912	10/25/2016
41.	POSTURE FIT	85777996	11/13/2012	4556724	06/24/2014
42.	OPTILUXE	85763535	10/25/2012	4448946	12/10/2013
43.	PUR-DOWN 	85726107	09/11/2012	4502507	03/25/2014
44.	SLEEP BALANCE	78906925	06/13/2006	3538896	11/25/2008
45.	MICROLOFT	78503894	10/21/2004	3112973	07/04/2006
46.	SOFTPLUS	78924188	07/07/2006	3707071	11/03/2009
47.	REST ASSURED	77043425	11/14/2006	3635726	06/09/2009
48.	SUREGRIP	77155000	04/12/2007	3632002	06/02/2009
49.	MEMORY GEL	77169880	05/01/2007	3528321	11/04/2008
50.	ENVIROLOFT	75871159	12/14/1999	2480843	08/21/2001
51.	PERMABAFFLE	75340825	08/14/1997	2223831	02/16/1999
52.	ENVIRODOWN	75091499	04/19/1996	2085587	08/05/1997
53.	DOWN LIKE LUXURY	78951475	08/14/2006	3600411	03/31/2009