

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ART VAN FURNITURE, LLC		11/25/2019	Limited Liability Company: DELAWARE
SAM LEVIN, INC.		11/25/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	VIRTUS GROUP, LP		
Street Address:	1301 Fannin		
Internal Address:	17th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5595818	ROMA	
Registration Number:	5508592	PURESLEEP	
Registration Number:	5508593	PURESLEEP	
Registration Number:	5577246	ARBOR	
Registration Number:	5377263	DETROIT MATTRESS CO.	
Registration Number:	5456887	SLEEPING PURE BETTER SLEEP, NATURALLY	
Registration Number:	5316879	ART VAN	
Registration Number:	5277794	SNOOZECUBE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		

OP \$215.00 5595818

Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	22939.515025
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	11/25/2019
Total Attachments: 6 source=AVF - TL Trademark Supplement (11-2019)[Executed]#page1.tif source=AVF - TL Trademark Supplement (11-2019)[Executed]#page2.tif source=AVF - TL Trademark Supplement (11-2019)[Executed]#page3.tif source=AVF - TL Trademark Supplement (11-2019)[Executed]#page4.tif source=AVF - TL Trademark Supplement (11-2019)[Executed]#page5.tif source=AVF - TL Trademark Supplement (11-2019)[Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 25, 2019 (this “**Trademark Security Agreement**”), by **ART VAN FURNITURE, LLC**, a Delaware limited liability company, and **SAM LEVIN, INC.**, a Pennsylvania corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) Trademarks of such Grantor listed on Schedule I attached hereto and (b) all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

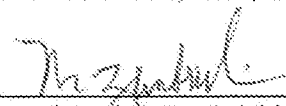
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to

this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]


ART VAN FURNITURE, LLC, as a Grantor

By:

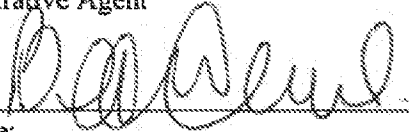

Name: Michael T. Zambricki
Title: Secretary

SAM LEVIN, INC., as a Grantor

By:



Name: Michael T. Zambricki
Title: Secretary

VIRTUS GROUP, LP,
as Administrative Agent

By: 
Name:
Title: SNR DIR

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Trademark/ Service Mark	Owner	Reg. No./ Serial Number	Reg. Date/ Application Date	Status
ARBOR	Art Van Furniture, LLC	88606998	06-SEP-2019	Pending Intent to Use
SNOOZECUBE	Art Van Furniture, LLC	88576303	13-AUG- 2019	Pending Intent to Use
MOTOR CITY MATTRESS	Art Van Furniture, LLC	88571912	08-AUG- 2019	Pending Intent to Use
ROMA	Art Van Furniture, LLC	5595818	30-OCT- 2018	Registered
PURESLEEP	Art Van Furniture, LLC	5508592	03-JUL-2018	Registered
PURESLEEP	Art Van Furniture, LLC	5508593	03-JUL-2018	Registered
ARBOR	Art Van Furniture, LLC	5577246	02-OCT- 2018	Registered
DETROIT MATTRESS CO.	Art Van Furniture, LLC	5377263	09-JAN- 2018	Registered
	Art Van Furniture, LLC	5456887	01-MAY- 2018	Registered
	Art Van Furniture, LLC	5316879	24-OCT- 2017	Registered
SNOOZECUBE	Art Van Furniture, LLC	5277794	29-AUG- 2017	Registered

Trademark/ Service Mark	Owner	Reg. No./ Serial Number	Reg. Date/ Application Date	Status
LEVIN OUTLET	LEVIN FURNITURE (SAM LEVIN INC.)	4042372	22-JUN- 2017	Registered in Ohio