

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOFT-TEX INTERNATIONAL, INC. (fka Perry Textiles, Inc.)		12/30/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 73</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88661699	ICOOL TECHNOLOGY SYSTEM	
<b>Serial Number:</b>	86907971	DRÖMMA	
<b>Serial Number:</b>	86376843	GRIPWELL	
<b>Serial Number:</b>	88567072	ADJUST-A-CUBE	
<b>Serial Number:</b>	88566610	POWER OF 3	
<b>Serial Number:</b>	88292762	EZ6	
<b>Serial Number:</b>	88184878	ECOPEDIC	
<b>Serial Number:</b>	88122159	IDEALOFT	
<b>Serial Number:</b>	88279311	ARCTIC NIGHTS	
<b>Serial Number:</b>	88267694	THERMALAST	
<b>Serial Number:</b>	88264270	OCTO-COLD	
<b>Serial Number:</b>	88184868	WHAT-A-PILLOW	
<b>Serial Number:</b>	88184622	INFINISOFT	
<b>Serial Number:</b>	88055226	SENSORLOFT	
<b>Serial Number:</b>	88184605	DURAFOAM	
<b>Serial Number:</b>	88043384	SWISSLUX	
<b>Serial Number:</b>	88109054	ECOSHAPE	
<b>Serial Number:</b>	88109066	FRESHFILL	
<b>Serial Number:</b>	87553401	SENSORSAFE	
<b>TRADEMARK</b>			

OP \$1840.00 88661699

Property Type	Number	Word Mark
Serial Number:	87587496	AQUA SEAL
Serial Number:	87576926	SOFT TWIST
Serial Number:	87905835	GEL CORE
Serial Number:	87770280	SECURE GRIP
Serial Number:	87678167	SENSOR FOAM
Serial Number:	87812083	COOL SENSATIONS
Serial Number:	87633629	SLEEP ADDICT
Serial Number:	87287469	COMFORTCOOL TECHNOLOGY
Serial Number:	87544107	DREAMSMART
Serial Number:	87513276	TRANSCEND
Serial Number:	87409761	ZIP & CLEAN
Serial Number:	87580110	SENSOSOFT
Serial Number:	87574387	SENSORPEDIC
Serial Number:	87574393	SENSORGEL
Serial Number:	87334908	DRI-FRESH
Serial Number:	87534629	BIOPEDIC
Serial Number:	87243430	COOL COAT
Serial Number:	87975819	REGAL NIGHTS
Serial Number:	87250171	SUPER COOL
Serial Number:	87223484	EXTREME COOL
Serial Number:	87130179	GRIPWELL
Serial Number:	87133346	GELMAX
Serial Number:	87070326	INNOGEL
Serial Number:	86749424	QUICK KING
Serial Number:	86966287	GRIPWISE
Serial Number:	86964275	INTELLIPUMP
Serial Number:	86559407	SENSORELLE
Serial Number:	86510656	DREAM SMART WITH ENGINEERED COMFORT
Serial Number:	86447661	IDEAL COMFORT TECHNOLOGIES
Serial Number:	86393169	DREAM SMART
Serial Number:	86331147	REGAL NIGHTS
Serial Number:	86314648	VENTAIR
Serial Number:	86302312	COPPERPEDIC
Serial Number:	86244629	SENSORSNORE MEMORY FOAM POSITIONING BEDP
Serial Number:	86196787	SENSORPEDIC SUPER COOL
Serial Number:	86696434	GEL FUSION
Serial Number:	86864252	ONE BASE
Serial Number:	86835702	MICROSHIELD

Property Type	Number	Word Mark
Serial Number:	86680812	SENSORGEL
Serial Number:	86670836	SENSORPEDIC
Serial Number:	86621400	SUPER COOL
Serial Number:	88389323	REACTEX
Serial Number:	88567156	EPIC WARM
Serial Number:	88491339	EPIC CHILL
Serial Number:	88656128	LUXURY SUITE
Serial Number:	88599323	SMART ZONE
Serial Number:	88657848	SUSTAINABLESOFT
Serial Number:	86684852	HUSKY
Serial Number:	88684838	COOL SKIN
Serial Number:	88656134	SUPREME COOL
Serial Number:	88661695	SENSOSOFT
Serial Number:	88656142	OPTIBLEND
Serial Number:	88656118	GRIPWELL
Serial Number:	88656109	KIDDO PILLOW

#### CORRESPONDENCE DATA

Fax Number: 2165665800

*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: 2165665791

Email: Jennifer.Hardy@thompsonhine.com

Correspondent Name: Terrence Killeen, Esq.

Address Line 1: 3900 Key Center

Address Line 2: 127 Public Square

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Terrence Killeen
SIGNATURE:	/s/ Terrence Killeen
DATE SIGNED:	12/30/2019

#### Total Attachments: 10

source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page1.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page2.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page3.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page4.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page5.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page6.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page7.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page8.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page9.tif  
source=SOFT-TEX - Supplement to Intellectual Property Security Agreement (First Amendment)#page10.tif

SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of December 30, 2019 by SOFT-TEX INTERNATIONAL, INC. (f/k/a Perry Textiles, Inc.), a New York corporation (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (“Lender”).

WHEREAS, Pledgor executed and delivered to Lender that certain Intellectual Property Security Agreement, effective as of May 16, 2014, and recorded with the United States Patent and Trademark Office on June 4, 2014 at Reel/Frame 005295/0733 with respect to trademarks (as amended and as the same may from time to time be further amended, restated or otherwise modified, the “IP Agreement”) wherein Pledgor granted to Lender a security interest in all of Pledgor’s intellectual property;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the IP Agreement shall have their respective meanings ascribed to them in the IP Agreement;

WHEREAS, pursuant to the Section 15 of the IP Agreement, Pledgor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Collateral to secure all of the Secured Obligations;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by Lender and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest. Pledgor hereby grants to Lender a continuing security interest in all of Pledgor’s right, title and interest in the Collateral listed on Schedule 1 hereto.
2. IP Agreement. Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Lender in the Collateral identified in Section 1 hereof with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the IP Agreement. The IP Agreement (and all rights and remedies of Lender and each Lender thereunder) shall remain in full force and effect in accordance with its terms.
3. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Agreement, the terms of the IP Agreement shall govern.

4. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

[Remainder of page intentionally left blank]

4847-5282-2960.3

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN PLEDGOR AND LENDER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Supplement to Intellectual Property Security Agreement as of the date first set forth above.

SOFT-TEX INTERNATIONAL, INC.

By: 

Thomas G. Gibbs

Chief Financial Officer

**SCHEDULE 1**  
(Supplement)



**U.S. TRADEMARKS**

<b><u>Company or Guarantor</u></b>	<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Application Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
Soft-tex International, Inc.	ICOOL TECHNOLOGY SYSTEM	USA	88661699	10/21/2019		
Soft-tex International, Inc.	DRÖMMA	USA	86907971	2/15/16	5053590	10/4/16
Soft-tex International, Inc.	GRIPWELL	USA	86376843	8/26/14	4942141	4/19/16
Soft-tex International, Inc.	ADJUST-A-CUBE (Intent to Use)	USA	88567072	8/5/19		
Soft-tex International, Inc.	POWER OF 3 (Intent to Use)	USA	88566610	8/5/19		
Soft-tex International, Inc.	EZ6	USA	88292762	2/8/19	5899049	10/29/19
Soft-tex International, Inc.	ECOPEDIC (Intent to Use)	USA	88184878	11/7/18		
Soft-tex International, Inc.	IDEALOFT (Intent to Use)	USA	88122159	9/18/19		
Soft-tex International, Inc.	ARCTIC NIGHTS (Intent to Use)	USA	88279311	1/28/19		
Soft-tex International, Inc.	THERMALAST (Intent to Use)	USA	88267694	1/18/19		
Soft-tex International, Inc.	OCTO-COLD (Intent to Use)	USA	88264270	1/16/19		
Soft-tex International, Inc.	WHAT-A-PILLOW (Intent to Use)	USA	88184868	11/7/18		
Soft-tex International, Inc.	INFINISOFT (Intent to Use)	USA	88184622	11/7/18		
Soft-tex International, Inc.	SENSORLOFT	USA	88055226	7/27/18	5691591	3/5/19
Soft-tex	DURAFOAM	USA	88184605	11/7/18		

International, Inc.	(Intent to Use)					
Soft-tex International, Inc.	SWISSLUX	USA	88043384	7/19/18	5670536	2/5/19
Soft-tex International, Inc.	ECOSHAPE	USA	88109054	9/7/18	5939316	12/17/19
Soft-tex International, Inc.	FRESHFILL	USA	88109066	9/7/18	5939317	12/17/19
Soft-tex International, Inc.	SENSORSAFE	USA	87553401	8/3/17	5835327	8/13/19
Soft-tex International, Inc.	AQUA SEAL	USA	87587496	8/29/17	5752113	5/4/19
Soft-tex International, Inc.	SOFT TWIST	USA	87576926	8/21/17	5671656	2/5/19
Soft-tex International, Inc.	GEL CORE	USA	87905835	5/3/18	5658251	1/15/19
Soft-tex International, Inc.	SECURE GRIP	USA	87770280	1/25/18	5658172	1/15/19
Soft-tex International, Inc.	SENSOR FOAM	USA	87678167	11/9/17	5658119	1/15/19
Soft-tex International, Inc.	COOL SENSATIONS (Intent to Use)	USA	87812083	2/27/18		
Soft-tex International, Inc.	SLEEP ADDICT	USA	87633629	10/4/17	5591625	10/23/18
Soft-tex International, Inc.	COMFORTCOOL TECHNOLOGY	USA	87287469	1/3/17	5581445	10/9/18
Soft-tex International, Inc.	DREAMSMART	USA	87544107	7/26/17	5542403	8/14/18
Soft-tex International, Inc.	TRANSCEND	USA	87513276	6/30/17	5542328	8/14/18
Soft-tex International, Inc.	ZIP & CLEAN	USA	87409761	4/13/17	5541988	8/14/18
Soft-tex International, Inc.	SENSOSOFT	USA	87580110	8/23/17	5531714	7/31/18



Soft-tex International, Inc.	SENSORPEDIC	USA	87574387	8/18/17	5471482	5/15/18
Soft-tex International, Inc.	SENSORGEL	USA	87574393	8/18/17	5460785	5/1/18
Soft-tex International, Inc.	DRI-FRESH	USA	87334908	2/14/17	5414306	2/27/18
Soft-tex International, Inc.	BIOPEDIC	USA	87534629	7/19/17	5380644	1/16/18
Soft-tex International, Inc.	COOL COAT	USA	87243430	11/21/16	5347666	11/28/17
Soft-tex International, Inc.	REGAL NIGHTS	USA	87975819	2/10/17	5342794	11/21/17
Soft-tex International, Inc.	SUPER COOL	USA	87250171	11/29/16	5325578	10/31/17
Soft-tex International, Inc.	EXTREME COOL	USA	87223484	11/2/16	5318541	10/24/17
Soft-tex International, Inc.	GRIPWELL	USA	87130179	8/8/16	5162974	3/14/17
Soft-tex International, Inc.	GELMAX	USA	87133346	8/10/16	5158108	3/7/17
Soft-tex International, Inc.	INNOGEL	USA	87070326	6/14/16	5128263	1/24/17
Soft-tex International, Inc.	QUICK KING	USA	86749424	9/8/15	5351041	12/5/17
Soft-tex International, Inc.	GRIPWISE	USA	86966287	4/6/16	5297363	9/26/17
Soft-tex International, Inc.	INTELLIPUMP	USA	86964275	4/5/16	5242470	7/11/17
Soft-tex International, Inc.	SENSORELLE	USA	86559407	3/10/15	5013798	8/2/16
Soft-tex International, Inc.	DREAM SMART WITH ENGINEERED COMFORT	USA	86510656	1/22/15	4909921	3/1/16
Soft-tex	IDEAL COMFORT	USA	86447661	11/7/14	4989440	6/28/16

International, Inc.	TECHNOLOGIES					
Soft-tex International, Inc.	DREAM SMART	USA	86393169	9/12/14	4902589	2/16/16
Soft-tex International, Inc.	REGAL NIGHTS	USA	86331147	7/8/14	4667691	1/6/15
Soft-tex International, Inc.	VENTAIR	USA	86314648	6/19/14	4658006	12/16/14
Soft-tex International, Inc.	COPPERPEDIC	USA	86302312	6/6/14	5105426	12/20/16
Soft-tex International, Inc.	 SENSORSNORE MEMORY FOAM POSITIONING BEDPILLOW (Word & Design)	USA	86244629	4/7/14	4642689	11/18/14
Soft-tex International, Inc.	 SENSORPEDIC SUPER COOL (Word & Design)	USA	86196787	2/18/14	4642635	11/18/14
Soft-tex International, Inc.	GEL FUSION	USA	86696434	7/17/15	5219104	6/6/17
Soft-tex International, Inc.	ONE BASE	USA	86864252	1/4/16	5192250	4/25/17
Soft-tex International, Inc.	MICROSHIELD	USA	86835702	12/1/15	5042915	9/13/16
Soft-tex International, Inc.	SENSORGEL	USA	86680812	7/1/15	4953071	5/3/16
Soft-tex International, Inc.	SENSORPEDIC	USA	86670836	6/23/15	4949593	5/3/16
Soft-tex	SUPER COOL	USA	86621400	12/8/15	4904180	2/23/16

International, Inc.						
Soft-tex International, Inc.	REACTEX	USA	88389323	4/17/2019		
Soft-tex International, Inc.	EPIC WARM	USA	88567156	8/5/2019		
Soft-tex International, Inc.	EPIC CHILL	USA	88491339	6/27/2019		
Soft-tex International, Inc.	LUXURY SUITE (Intent to Use)	USA	88656128	10/16/19		
Soft-tex International, Inc.	SMART ZONE (Intent to Use)	USA	88599323	8/30/19		
Soft-tex International, Inc.	SUSTAINABLESOFT (Intent to Use)	USA	88657848	10/17/19		
Soft-tex International, Inc.	PROTECH PAD (Intent to Use)	USA	88684852	11/8/19		
Soft-tex International, Inc.	COOL SKIN (Intent to Use)	USA	88684838	11/8/19		
Soft-tex International, Inc.	SUPREME COOL (Intent to Use)	USA	88656134	10/16/19		
Soft-tex International, Inc.	SENSOSOFT (Intent to Use)	USA	88661695	10/21/19		
Soft-tex International, Inc.	OPTIBLEND (Intent to Use)	USA	88656142	10/16/19		
Soft-tex International, Inc.	GRIPWELL (Intent to Use)	USA	88656118	10/16/19		
Soft-tex International, Inc.	KIDDO PILLOW (Intent to Use)	USA	88656109	10/16/19		

**PATENTS**

<b><u>Company or Guarantor</u></b>	<b><u>Country</u></b>	<b><u>Title (Inventors)</u></b>	<b><u>Serial No. (Filing Date)</u></b>	<b><u>Patent No. (Issue Date)</u></b>
Soft-tex International, Inc.	USA	PILLOW (John A. BELIVEAU)	14/820,583 (08/08/2015)	9,265,369 (01/11/2016)
Soft-tex International, Inc.	USA	PILLOW (John A. BELIVEAU)	29/535,521 (08/07/2015)	D786,584 (05/16/2017)
Soft-tex International, Inc.	USA	PILLOW (John A. BELIVEAU)	29/599,497 (04/04/2017)	D852,541 (07/02/2019)
Soft-tex International, Inc.	USA	INFLATABLE UNIT FOR USE WITH AN INFLATABLE OBJECT (John A. BELIVEAU; Yingan LIU)	15/255,430 (09/02/2016)	9,879,682 (01/30/2018)
Soft-tex International, Inc.	USA	PACKAGING (Jeffrey CHILTON)	29/593,085 (02/06/2017)	D863,950 (10/22/2019)
Soft-tex International, Inc.	USA	WATERPROOF CUSHIONS AND METHODS OF MAKING SAME (John A. BELIVEAU)	16/023,258 (06/29/2018)	
Soft-tex International, Inc.	USA	BEDDING COMPONENT WITH MULTIPLE LAYERS (Mark SMIDERLE)	62/722,177 (8/24/2018)	
Soft-tex International, Inc.	USA	AUTOMOTIVE COMPONENTS GRADIENT COOLING WITH MULTIPLE LAYERS (Mark SMIDERLE)	62/726,270 (2/9/2018)	
Soft-tex International, Inc.	USA	BEDDING COMOPNENT WITH MULTIPLE LAYERS (Mark SMIDERLE)	62/770,707 (11/21/2018)	

<u>Company or Guarantor</u>	<u>Country</u>	<u>Title (Inventors)</u>	<u>Serial No. (Filing Date)</u>	<u>Patent No. (Issue Date)</u>
Soft-tex International, Inc.	PCT	COOLING BODY SUPPORT CUSHIONS AND METHODS OF MANUFACTURING SAME  (Mark SMIDERLE)	PCT/US2019/046242 (8/12/2019)	
Soft-tex International, Inc.	PCT	COOLING BODY SUPPORT CUSHIONS, MATTRESSES AND METHODS OF MANUFACTURING SAME  (Mark SMIDERLE)	PCT/US2019/048215 (8/26/2019)	