

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582946

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		06/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5734184	WAKE UP BETTER	
Registration Number:	5763699	&	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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:	06/24/2020		
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 June 22, 2020 (this “IP Security Agreement Supplement”), by Dreamwell, Ltd., a Nevada limited liability company, Serta Simmons Bedding, LLC, a Delaware limited liability company, Tomorrow Sleep LLC, a Delaware limited liability company and Tuft & Needle, LLC, a Delaware limited liability company (each, a “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, LLC, a Delaware limited liability company (“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 Grantors 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). 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, each 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 such 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. Each 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.

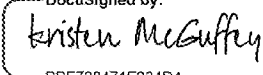
SECTION 4. *Governing Law.* This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement Supplement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

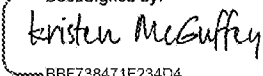
[Signature Pages Follow]

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

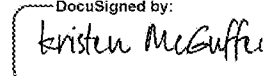
DREAMWELL, LTD.

DocuSigned by:

By: BBF738471F234D4...
Name: Kristen McGuffey
Title: Executive Vice President and Secretary

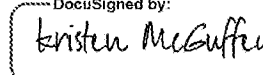
SERTA SIMMONS BEDDING, LLC

DocuSigned by:

By: BBF738471F234D4...
Name: Kristen McGuffey
Title: Executive Vice President, General Counsel and Secretary

TOMORROW SLEEP LLC

DocuSigned by:

By: BBF738471E234D4...
Name: Kristen McGuffey
Title: Executive Vice President, General Counsel and Secretary

TUFT & NEEDLE, LLC

DocuSigned by:

By: BBE738471E234D4...
Name: Kristen McGuffey
Title: Executive Vice President, General Counsel and Secretary

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
DREAMWELL, LTD.	6067387	CONTOURFIT
DREAMWELL, LTD.	6047303	ALLERCLEAR
DREAMWELL, LTD.	5846139	INFINICOOL
DREAMWELL, LTD.	5752243	ACTIVPUR
DREAMWELL, LTD.	5504935	INFINICOOL
DREAMWELL, LTD.	5752215	PRESSURESENSE
DREAMWELL, LTD.	5365167	BLACKICE
DREAMWELL, LTD.	5441931	BEAUTYREST BLACK
DREAMWELL, LTD.	5530882	BEAUTYREST SILVER
DREAMWELL, LTD.	0523897	EMPRESS
DREAMWELL, LTD.	0525695	DUCHESS
SERTA SIMMONS BEDDING, LLC	5286430	TRANSFORM YOUR SLEEP
TOMORROW SLEEP LLC	5722750	TOMORROW
TUFT & NEEDLE, LLC	5734184	WAKE UP BETTER
TUFT & NEEDLE, LLC	5763699	&

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	10051970	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	9854921	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	10631657	CUSHIONS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	9865243	PILLOW SET WITH SNORING NOISE CANCELLATION
DREAMWELL, LTD.	10506884	ADJUSTABLE FOUNDATION
DREAMWELL, LTD.	10639221	ADJUSTABLE FOUNDATION AND MATTRESS ASSEMBLY
DREAMWELL, LTD.	10182662	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
DREAMWELL, LTD.	10517407	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
Tuft & Needle, LLC	D866234	BED FRAME

PATENT APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/003957	COIL STRING STAGING AREA APPARATUS AND METHOD
DREAMWELL, LTD.	15/904817	MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS
DREAMWELL, LTD.	15/608038	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/683854	MATTRESS FOUNDATION AND PROCESS OF MANUFACTURE
DREAMWELL, LTD.	15/690368	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	PCT/US2018/056495	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	PCT/US2019/012620	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/864404	ACTIVE COMFORT

REGISTERED OWNER	APPLICATION NUMBER	TITLE
		CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/972281	MATTRESS ASSEMBLIES INCLUDING A HYBRID POSTURE SUPPORT SYSTEM
DREAMWELL, LTD.	PCT/US2019/033682	MONITORING METHODS AND CUSHIONING STRUCTURES
DREAMWELL, LTD.	16/420586	MONITORING METHODS AND CUSHIONING STRUCTURES
Serta Simmons Bedding, LLC	15/679221	THREE DIMENSIONAL POLYLACTIDE FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679265	PRE-CONDITIONED THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679322	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679400	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS

SCHEDULE III

COPYRIGHT REGISTRATIONS

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

COPYRIGHT APPLICATIONS

None.