

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tuft & Needle, LLC		06/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Administrative Agent		
<b>Street Address:</b>	600 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5734184	WAKE UP BETTER	
<b>Registration Number:</b>	5763699	&	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	029217-0298		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	06/24/2020		
<b>Total Attachments: 7</b>			
source=SSB - Supplement to IP Security Agreement (ABL) Executed_116624732_2_0#page1.tif			
source=SSB - Supplement to IP Security Agreement (ABL) Executed_116624732_2_0#page2.tif			
source=SSB - Supplement to IP Security Agreement (ABL) Executed_116624732_2_0#page3.tif			

OP \$65.00 5734184

source=SSB - Supplement to IP Security Agreement (ABL) Executed\_116624732\_2\_0#page4.tif

source=SSB - Supplement to IP Security Agreement (ABL) Executed\_116624732\_2\_0#page5.tif

source=SSB - Supplement to IP Security Agreement (ABL) Executed\_116624732\_2\_0#page6.tif

source=SSB - Supplement to IP Security Agreement (ABL) Executed\_116624732\_2\_0#page7.tif

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL 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 UBS AG, Stamford Branch (“UBS”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain ABL 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 ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit 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 “ABL Lenders”) and UBS, 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 ABL Credit Agreement, the Grantors and the Administrative Agent have entered into that certain ABL 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.

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

SERTA SIMMONS BEDDING, LLC

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

TOMORROW SLEEP LLC

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

TUFT & NEEDLE, LLC

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

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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**

<b>REGISTERED OWNER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
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**

<b>REGISTERED OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
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**

None.

**COPYRIGHT APPLICATIONS**

None.