



SHEET
1LY

12/29/20

To the Director of the U. S. Patent and Trademark Office or to the address(es) of the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mattress Advisor LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) North Carolina

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 10, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TowneBank

Street Address: 3535 Glenwood Ave.

City: Raleigh

State: North Carolina

Country: USA Zip: 27612

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Virginia
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

B. Trademark Registration No. (s) _____

86880834

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Sleepopolis (1/1/2016)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Fran Royals

Internal Address: TowneBank

Street Address: 3535 Glenwood Ave

City: Raleigh

State: North Carolina Zip: 27612

Phone Number: (919) 534-7432

Docket Number: _____

Email Address: fran.royals@townebank.net

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: _____

Authorized User Name: _____

9. Signature: Fran Royals

Signature

Date

12-17-2020

Fran Royals

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), entered into as of December 10, 2020, by and between **MATTRESS ADVISOR LLC**, a North Carolina limited liability company (“Grantor”), in favor of **TOWNEBANK** (“Lender”).

RECITALS

A. Lender has agreed to extend a loan to Grantor (the “Loan”) as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Lender and Grantor (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the “Loan Agreement”). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and that certain Security Agreement entered into contemporaneously herewith from Grantor to Lender (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the “Security Agreement”), Grantor has granted to Lender a security interest in presently existing and hereafter acquired Collateral, including Grantor’s Intellectual Property, and Grantor is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees with Lender as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Loan, and any and all other obligations of Grantor to Lender both now existing and hereafter arising, and Grantor’s other existing and future representations, warranties and covenants under the Loan Documents, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof..

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Lender under the Loan Agreement and Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those rights and remedies of Lender set forth in the Loan Agreement and Security Agreement, the other Loan Documents and those which are now available and may hereafter become available to Lender as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a “secured party” and “creditor”. Lender may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Lender provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Lender of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Lender, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Lender’s obligation to make credit extensions under the Loan Agreement, Grantor’s obligations under this Agreement shall remain in full force and effect for so long as the Loan is

outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Grantor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Grantor obtains subsequent to the date of this Agreement ("New IP"). Grantor shall give to Lender written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Grantor hereby authorizes Lender to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Lender's Use of Intellectual Property; No Liability. Grantor agrees that the Lender's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Lender's exercise of its rights and remedies shall be coextensive with Grantor's rights thereunder and Lender will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Grantor irrevocably designates, constitutes and appoints Lender (and all persons designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantor's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Grantor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and perfect and put the public on notice of Lender's security interest and rights in the Intellectual Property Collateral. Grantor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Grantor shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records that Lender may request in form and substance satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Lender's rights and obligations under the Loan Agreement will succeed to Lender's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

(Signatures Begin on the Next Page)

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the day and year first stated above.

GRANTOR:

MATTRESS ADVISOR LLC, a North
Carolina limited liability company

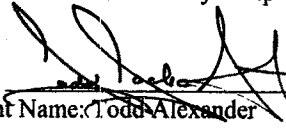
By:  (SEAL)
Print Name: Todd Alexander
Title: President

EXHIBIT A
COPYRIGHTS

Description

Registration
Number

Registration
Date

*** NONE ***

EXHIBIT B

PATENTS

<u>Description</u>	Registration/Application <u>Number</u>	Registration/ Application <u>Date</u>
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*** NONE ***

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Design</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Sleepopolis		1A	86880834	1/1/2016

SLEEPOPOLIS