

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fredman Bros. Furniture Company, Inc.		01/08/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 South 7th Street, 16th Floor		
Internal Address:	MAC N9305-160		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2087251	GLIDEAWAY	
Registration Number:	3982240	REVIVE YOUR SLEEP	
Registration Number:	3818175	SLEEPHARMONY	
Registration Number:	3818171	SLEEPHARMONY	
Registration Number:	3982261		
Registration Number:	3403183	GLIDEAWAY	
Registration Number:	4039883	HOTELIER	
Registration Number:	4184016	ECO REDUCE YOUR CARBON FOOTPRINT	
Registration Number:	4317626	IRON HORSE	
Registration Number:	4618020	COMFORT BASE	
Registration Number:	4938353	REVOLUTION TECH	
Registration Number:	5135715	COMFORT BASE	
Registration Number:	5232706	TRUGEL	
Registration Number:	5344539	COMFORT BASE FREESTYLE	
Registration Number:	5596905	IKKIERTOK	
Registration Number:	5783263	AWAKENINGS TRANQUIL	
Registration Number:	5783264	AWAKENINGS TRANSFORM	
Registration Number:	5783265	AWAKENINGS TOTALITY	
TRADEMARK			

OP \$740.00 2087251

Property Type	Number	Word Mark
Registration Number:	5898164	HEDLEY
Registration Number:	5909269	CONWAY
Registration Number:	5904331	G GLIDEAWAY MOTION
Registration Number:	5933379	HUNTLEY
Registration Number:	5945381	MEMPHIS
Registration Number:	5945385	EDISON
Registration Number:	6065787	EDMUND
Serial Number:	87772753	LUNAR
Serial Number:	88107188	ARDEN
Serial Number:	88320920	SOMERSTON
Serial Number:	88688253	BACK TRAVEL

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 6127666911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 SOUTH 7TH STREET SUITE 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	01/08/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of January 8, 2021, by and between FREDMAN BROS. FURNITURE COMPANY, INC., an Illinois corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Secured Party").

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") between Grantor and Secured Party, Secured Party has agreed to make advances and grant certain other financial accommodations to Grantor from time to time pursuant to the terms and conditions thereof.

As a condition to making credit accommodations under the Credit Agreement, Secured Party required the extension and delivery by Grantor of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a security interest in substantially all of Grantor's personal property.

Pursuant to the Security Agreement, Grantor has been requested to execute and deliver this Trademark Security Agreement to Secured Party for ease of recordation in the relevant records with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the premises and mutual covenants contained in the Credit Agreement, the Security Agreement and this Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in **Section 1.2** of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition to those terms defined elsewhere in this Trademark Security Agreement, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

"Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (A) any licenses or other similar rights provided to the Specified Party in or with respect to intellectual property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to intellectual property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to Grantor pursuant to end-user licenses), (y) the license agreements listed on **Schedule A**, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Secured Party's rights under the Loan Documents.

"Trademark Intellectual Property License" means any Intellectual Property License with respect to any Trademark.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications,

including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (F) all of Grantor's rights corresponding thereto throughout the world.

2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule A**;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control. This Trademark Security Agreement shall terminate and the Security Interest shall be released concurrently with the release of the Liens granted pursuant to the Security Agreement.

5. **Authorization to Supplement.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending **Schedule A** to include any such new trademark rights of Grantor. Notwithstanding the

foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

6. **Counterparts.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. **CHOICE OF LAW, JURISDICTION, VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN **SECTION 8** OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

Signature pages follow

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Fredman Bros. Furniture Company, Inc.
8226 Lackland Road
Saint Louis, Missouri 63114
Attn: Elan Fredman
Email: efredman@glideaway.com

**FREDMAN BROS. FURNITURE COMPANY,
INC.**

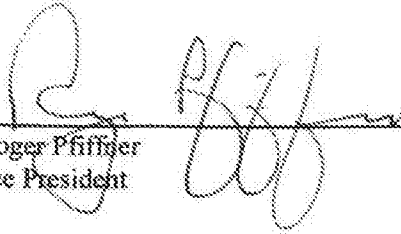
By: 
Name: Elan Fredman
Title: CFO

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007158 FRAME: 0680**

Wells Fargo Bank, National Association
MAC N9305-160
90 South 7th Street, 16th Floor
Minneapolis, MN 55402
Attention: Bryce Haugrud
Email: Bryce.haugrud@wellsfargo.com

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Roger Pfiffner
Title: Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007158 FRAME: 0681

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Application No.	Application Date	Registration No.	Registration Date
GLIDEAWAY	75095667	April 29, 1996	2,087,251	August 12, 1997
REVIVE YOUR SLEEP	77884642	April 27, 2010	3,982,240	June 21, 2011
SLEEPHARMONY	77886772	December 4, 2009	3,818,175	July 13, 2010
SLEEPHARMONY	77886752	December 4, 2009	3,818,171	July 13, 2010
	77894919	December 16, 2009	3,982,261	June 21, 2011
GLIDEAWAY	78754291	November 15, 2005	3,403,183	March 25, 2008
HOTELIER	85248127	February 22, 2011	4,039,883	October 11, 2011
	85246560	February 18, 2011	4,184,016	July 31, 2012
IRON HORSE	85246459	February 18, 2011	4,317,626	April 9, 2013
	85709256	August 21, 2012	4,618,020	October 7, 2014
REVOLUTION TECH	86636116	May 20, 2015	4,938,353	April 12, 2016
COMFORT BASE	86902550	February 9, 2016	5,135,715	February 7, 2017
TRUGEL	87308415	January 20,	5,232,706	June 27,

Trademark	Application No.	Application Date	Registration No.	Registration Date
		2017		2017
COMFORT BASE FREESTYLE	87242218	November 18, 2016	5,344,539	November 28, 2017
IKKIERTOK	87567482	August 14, 2017	5,596,905	October 30, 2018
AWAKENINGS TRANQUIL	87939837	May 29, 2018	5,783,263	June 18, 2019
AWAKENINGS TRANSFORM	87939865	May 29, 2018	5,783,264	June 18, 2019
AWAKENINGS TOTALITY	87939885	May 29, 2018	5,783,265	June 18, 2019
HEDLEY	87947869	June 4, 2018	5,898,164	October 29, 2019
CONWAY	87947853	June 4, 2018	5,909,269	November 12, 2019
	88004890	June 18, 2018	5,904,331	November 5, 2019
HUNTLEY	88107205	September 6, 2018	5,933,379	December 10, 2019
MEMPHIS	88106895	September 6, 2018	5,945,381	December 24, 2019
EDISON	88107169	September 6, 2018	5,945,385	December 24, 2019
EDMUND	88496257	July 1, 2019	6,065,787	May 26, 2020

Trademark Applications

Trademark	Application No.	Application Date
LUNAR	87/772,753	January 26, 2018
ARDEN	88/107,188	January 26, 2018
SOMERSTON	88/320,920	February 28, 2019
BACK TRAVEL	88/688,253	November 11, 2019