

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFM MATTRESS COMPANY LLC		02/19/2021	Limited Liability Company: DELAWARE
AMERICAN BEDZZZ, LLC		02/19/2021	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SG CREDIT PARTNERS, INC.		
<b>Street Address:</b>	500 Newport Center Dr.		
<b>Internal Address:</b>	Suite 580		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2710635	AMERICAN MATTRESS	
<b>Registration Number:</b>	3033593	AMERICAN MATTRESS	
<b>Registration Number:</b>	3003417	AMERICAN MATTRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jessica Hildebrandt		
<b>SIGNATURE:</b>	/Jessica Hildebrandt/		
<b>DATE SIGNED:</b>	02/23/2021		

OP \$90.00 2710635

**Total Attachments: 11**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of February 19, 2021 by AFM MATTRESS COMPANY LLC, a Delaware limited liability company ("AFM"), AMERICAN BEDZZZ, LLC, an Illinois limited liability company ("Bedzzz", and together with AFM, collectively, the "Grantor") in favor of SG CREDIT PARTNERS, INC., a Delaware corporation ("Lender"):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**AFM MATTRESS COMPANY LLC**

By: American Bedzzz, LLC, its Sole Member

By: Michael Kenna  
Name: Michael Kenna  
Title: Sole Manager


**AMERICAN BEDZZZ, LLC**

By: Michael Kenna  
Name: Michael Kenna  
Title: Sole Manager

*[Signature page to Intellectual Property Security Agreement]*

Agreed and Accepted  
as of the date first written above:

**SG CREDIT PARTNERS, INC.**

By   
Name: Marc Cole  
Title: Chief Executive Officer

*[Signature page to Intellectual Property Security Agreement]*

**SCHEDULE 1**

(a) Patents and Patent Licenses

<b>Grantor</b>	<b>Patent</b>	<b>Registration Date</b>	<b>Patent Number</b>
None.			

(b) Trademarks and Trademark Licenses

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
AFM Mattress Company LLC	American Mattress	04/29/03	2710635
AFM Mattress Company LLC	American Mattress	12/27/05	3033593
AFM Mattress Company LLC	American Mattress	10/04/05	3003417

(c) Copyrights and Copyright Licenses

<b>Grantor</b>	<b>Copyright</b>	<b>Registration Date</b>	<b>Registration Number</b>
None.			

## POWER OF ATTORNEY

AFM MATTRESS COMPANY LLC, a Delaware limited liability company ("AFM"), AMERICAN BEDZZZ, LLC, an Illinois limited liability company ("Bedzzz", and together with AFM, collectively, the "Grantor"), hereby authorizes SG CREDIT PARTNERS, INC., its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

Acknowledgement to Intellectual Property Security Agreement



19<sup>th</sup>

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this day of February, 2021.

**AFM MATTRESS COMPANY LLC**

By: American Bedzzz, LLC, its Sole Member

By: Michael Kenna

Name: Michael Kenna

Title: Sole Manager

**AMERICAN BEDZZZ, LLC**

By: Michael Kenna

Name: Michael Kenna

Title: Sole Manager

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*

**TRADEMARK**

**REEL: 007200 FRAME: 0374**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF Illinois  
COUNTY OF DeWitt

: SS

On this 18 day of February, 2021, before me personally appeared Michael Kenna, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of AFM Mattress Company LLC, a Delaware limited liability company, and that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company, and he desires the same to be recorded as such.



Notary Public

My Commission Expires:



[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

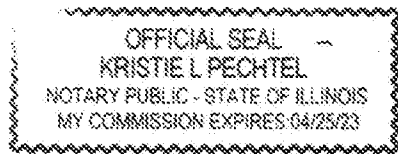
UNITED STATES OF AMERICA  
STATE OF Illinois  
COUNTY OF DuPage

SS

On this 18 day of February, 2021, before me personally appeared Michael Kenna, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of American Bedzzz, LLC, a Illinois limited liability company, and that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

*Kristie L Pechtel*

Notary Public  
My Commission Expires:



[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]