

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOWN-LITE INTERNATIONAL, INC.		05/14/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	5877731	360DOWN	
Registration Number:	5800447	AHHHHHMAZING	
Registration Number:	5875001	AQUALOFT	
Registration Number:	6054146	COMFORTONE	
Registration Number:	5752717	COMPLETE RECOVERY	
Registration Number:	6078408	CONTINUOUS COMFORT	
Registration Number:	5068912	COOLDOWN	
Registration Number:	5916947	COREDOWN	
Serial Number:	90451002	COTTON-S	
Registration Number:	4058685	DOWNLITE	
Registration Number:	4069565	DOWNLITE	
Registration Number:	4072854	DOWNLITE	
Registration Number:	4255379	DOWN-TRAC	
Registration Number:	5612543	DREAM NATURALLY	
Registration Number:	2480843	ENVIROLOFT	
Registration Number:	5051061	FAT HEAD	
Registration Number:	6054145	FLEXSUPPORT	
Registration Number:	6315911	FREEZE	
Registration Number:	5114962	INFINITY SKIRT	
TRADEMARK			

OP \$965.00 5877731

Property Type	Number	Word Mark
Registration Number:	6070270	INTELLI-GRIP
Registration Number:	5932633	INTELLI-PEDIC
Registration Number:	4397772	LIQUILOFT
Registration Number:	3528321	MEMORY GEL
Registration Number:	3112973	MICROLOFT
Registration Number:	2223831	PERMABAFFLE
Registration Number:	5628695	PLANETWISE
Serial Number:	88872889	PUR-DOWN
Registration Number:	3635726	REST ASSURED
Serial Number:	88035120	REST-FILL
Registration Number:	3538896	SLEEP BALANCE
Registration Number:	6329219	SLEEPCARE
Registration Number:	4085196	SMARTDOWN
Registration Number:	5915510	SUPER-CLEAN FILL
Registration Number:	3632002	SUREGRIP
Registration Number:	6200953	THERMOLOFT
Registration Number:	4906387	ULTIMATE GOOSE DOWN ALTERNATIVE
Registration Number:	4946812	WOOL-DOWN HALO
Registration Number:	5782578	ZZZ(BETTER)

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 2759.196

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/14/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 14th day of May, 2021, by **DOWN-LITE INTERNATIONAL, INC.**, an Ohio corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, as Lender ("Lender");

WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates, and Lender are parties to a certain Loan and Security Agreement dated as of May 14, 2021 (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for its benefit, 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 (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, 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 herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" Trademarks until such time as such Loan Party begins to use such Trademarks), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, for its benefit, 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 listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

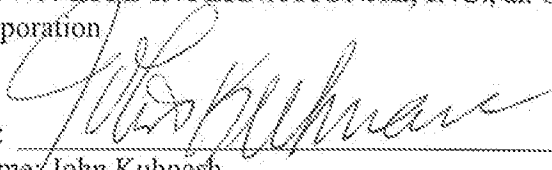
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

[Signature pages follow]


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

DOWN-LITE INTERNATIONAL, INC., an Ohio corporation

By: 
Name: John Kuhnash
Title: Chief Financial Officer

Agreed and accepted as of the date first written above:

BANK OF AMERICA, N.A.,
as Lender


By: 
Name: Terrell J. Lubbe
Title: SVP

**SCHEDULE I
Trademarks**

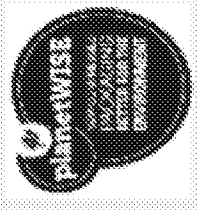

<u>Trademark</u>	<u>Serial Number</u>	<u>Country</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
360DOWN	N/A	Canada	Down-Lite International, Inc.	Live/Application under examination	TBD	September 9, 2018
360DOWN	88086540	USA	Down-Lite International, Inc.	Live	5877731	October 8, 2019
365DOWN	88208821	USA	Down-Lite International, Inc.	Dead/Abandoned	N/A	N/A
AHHHHMAZING	88256826	USA	Down-Lite International, Inc.	Live	5800447	July 9, 2019
AQUALOFT	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1039107	July 10, 2019
AQUALOFT	87771953	USA	Down-Lite International, Inc.	Live	5875001	October 1, 2019
COMFORTONE	88141495	USA	Down-Lite International, Inc.	Live	6054146	May 12, 2020
COMPLETE RECOVERY	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1039112	July 10, 2019
COMPLETE RECOVERY	87832224	USA	Down-Lite International, Inc.	Live	5752717	May 14, 2019
CONTINUOUS COMFORT	88594767	USA	Down-Lite International, Inc.	Live	6078408	June 16, 2020

<u>Trademark</u>	<u>Serial Number</u>	<u>Country</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
COOLDOWN	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1074383	March 5, 2020
COOLDOWN	N/A	Mexico	Down-Lite International, Inc.	Live	1714095	January 23, 2017
COOLDOWN	85804178	USA	Down-Lite International, Inc.	Live	5068912	October 25, 2016
COREDOW	87864935	USA	Down-Lite International, Inc.	Live	5916947	November 19, 2019
COTTON-S	90451002	USA	Down-Lite International, Inc.	Search in Process	N/A	N/A
DOWNLITE	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA838367	December 12, 2012
DOWNLITE	N/A	China	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	China	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	China	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	China	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	China	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	EUTM	Down-Lite International, Inc.	Live	9504028	May 20, 2011
DOWNLITE	N/A	Japan	Down-Lite International, Inc.	Live	6118628	February 1, 2019
DOWNLITE	N/A	Mexico	Down-Lite International, Inc.	Live	1230098	July 27, 2011

<u>Trademark</u>	<u>Serial Number</u>	<u>Country</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
DOWNLITE	N/A	Mexico	Down-Lite International, Inc.	Live	1223248	June 29, 2011
DOWNLITE	N/A	Mexico	Down-Lite International, Inc.	Live	1225038	June 20, 2011
DOWNLITE	N/A	South Korea	Down-Lite International, Inc.	N/A	N/A	N/A
DOWNLITE	N/A	South Korea	Down-Lite International, Inc.	Live	40-1449856	February 21, 2019
DOWNLITE	N/A	Taiwan	Down-Lite International, Inc.	Live	1937625	September 1, 2018
DOWNLITE	85151814	USA	Down-Lite International, Inc.	Live	4058685	November 22, 2011
DOWNLITE	85151823	USA	Down-Lite International, Inc.	Live	4069565	December 13, 2011
DOWNLITE	85151810	USA	Down-Lite International, Inc.	Live	4072854	December 20, 2011
DOWNLITE	N/A	UK	Down-Lite International, Inc.	Live	UK0090954028	May 20, 2011
DOWN-TRAC	85569170	USA	Down-Lite International, Inc.	Live	4255379	December 4, 2012
DREAM NATURALLY	87304358	USA	Down-Lite International, Inc.	Live	5612543	November 20, 2018
ENVIROLOFT	75871159	USA	Down-Lite International, Inc.	Live	2480843	August 21, 2001
FAT HEAD	N/A	Mexico	Down-Lite International, Inc.	Live	1577925	October 5, 2015

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FAT HEAD	86714693	USA	Down-Lite International, Inc.	Live	5051061	September 27, 2016
FLEXSUPPORT	88141458	USA	Down-Lite International, Inc.	Live	6054145	May 12, 2020
FREEZE	N/A	Australia	Down-Lite International, Inc.	N/A	N/A	N/A
FREEZE	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1039184	July 10, 2019
FREEZE	N/A	Japan	Down-Lite International, Inc.	Live	6100644	November 22, 2018
FREEZE	N/A	Mexico	Down-Lite International, Inc.	Live	1875069	April 18, 2018
FREEZE	N/A	Mexico	Down-Lite International, Inc.	Live	1848988	February 21, 2018
FREEZE	87551404	USA	Down-Lite International, Inc.	Live	6315911	April 6, 2021
 freeze	87551427	USA	Down-Lite International, Inc.	Dead/Abandoned	N/A	N/A
INFINITY SKIRT	86369403	USA	Down-Lite International, Inc.	Live	5114962	January 3, 2017
INTELLI-GRIP	88141474	USA	Down-Lite International, Inc.	Live	6070270	June 2, 2020
INTELLI-PEDIC	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1071670	February 4, 2020
INTELLI-PEDIC	N/A	Mexico	Down-Lite International, Inc.	Live	1898895	July 6, 2018
INTELLI-PEDIC	N/A	Mexico	Down-Lite International, Inc.	Live	1898903	July 6, 2018

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INTELLI-PEDIC	N/A	South Korea	Down-Lite International, Inc.	Live	40-1413279	November 2, 2018
INTELLI-PEDIC	87662940	USA	Down-Lite International, Inc.	Live	5932633	December 10, 2018
LIQUILOFT	85756068	USA	Down-Lite International, Inc.	Live	4397772	September 3, 2013
MAX-LOFT	N/A	Japan	Down-Lite International, Inc.	Live	6123942	February 22, 2019
MAX-LOFT	N/A	Mexico	Down-Lite International, Inc.	Live	1899312	July 9, 2018
MAX-LOFT	N/A	South Korea	Down-Lite International, Inc.	Live	40-1449876	February 21, 2019
MAX-LOFT	N/A	Taiwan	Down-Lite International, Inc.	Live	1938975	September 16, 2018
MEMORY GEL	77169880	USA	Down-Lite International, Inc.	Live	3528321	November 4, 2008
MICROLOFT	78503894	USA	Down-Lite International, Inc.	Live	3112973	July 4, 2006
PERMABAFLE	75340825	USA	Down-Lite International, Inc.	Live	2223831	February 16, 1999
PLANETWISE	N/A	Canada	Down-Lite International, Inc.	Live	TMA1039129	July 10, 2019
PLANETWISE	87433388	USA	Down-Lite International, Inc.	Live	5628695	December 11, 2018

<u>Trademark</u>	<u>Serial Number</u>	<u>Country</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1039126	July 10, 2019
	85726107	USA	Down-Lite International, Inc.	Dead/Cancelled	4502507	March 25, 2014
PUR-DOWN	88872889	USA	Down-Lite International, Inc.	Pending-Application Filed 4/15/2020	N/A	N/A
REST ASSURED	77043425	USA	Down-Lite International, Inc.	Live	3635726	June 9, 2009
REST-FILL	N/A	Canada	Down-Lite International, Inc.	Live/Registration Active	TMA1091644	December 29, 2020
REST-FILL	N/A	Mexico	Down-Lite International, Inc.	Live	1934234	October 12, 2018
REST-FILL	88035120	USA	Down-Lite International, Inc.	Live	N/A	N/A
SILVERTEMP	N/A	USA	Down-Lite International, Inc.	Search in process	N/A	N/A
SLEEP BALANCE	78906925	USA	Down-Lite International, Inc.	Live	3538896	November 25, 2008
SLEEPCARE	88070317	USA	Down-Lite International, Inc.	Live	6329219	April 20, 2021
SMART T(CH)XTILES	N/A	Mexico	Down-Lite International, Inc.	Live	2098354	July 14, 2020
SMARTDOWN	85277142	USA	Down-Lite International, Inc.	Live	4085196	January 10, 2012
SUPER-CLEAN FILL	N/A	Japan	Down-Lite International, Inc.	Live	6100727	November 22, 2018

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SUPER-CLEAN FILL	N/A	Mexico	Down-Lite International, Inc.	Live	1878295	April 26, 2018
SUPER-CLEAN FILL	N/A	Mexico	Down-Lite International, Inc.	Live	1878296	April 26, 2018
SUPER-CLEAN FILL	N/A	South Korea	Down-Lite International, Inc.	Live	40-1432960	January 3, 2019
SUPER-CLEAN FILL	87774281	USA	Down-Lite International, Inc.	Live	5915510	November 19, 2019
SUREGRIP	77155000	USA	Down-Lite International, Inc.	Live	3632002	June 2, 2009
THERMOLOFT	N/A	Canada	Down-Lite International, Inc.	Live/Application Published for Opposition/Pending	N/A	N/A
THERMOLOFT	88088529	USA	Down-Lite International, Inc.	Live	6200953	November 17, 2020
ULTIMATE GOOSE DOWN ALTERNATIVE	86482019	USA	Down-Lite International, Inc.	Live	4906387	February 23, 2016
WOOL-DOWN HALO	86253952	USA	Down-Lite International, Inc.	Live	4946812	April 26, 2016
WATERLOCK	N/A	USA	Down-Lite International, Inc.	Search in process	N/A	N/A
ZZZ (BETTER)	87698206	USA	Down-Lite International, Inc.	Live	5782578	June 18, 2019
ZZZ (BETTER)	N/A	Canada	Down-Lite International, Inc.	Live/Registration is Active	TMA1039105	July 10, 2019
ZZZ (BETTER)	N/A	Mexico	Down-Lite International, Inc.	Live	1861920	March 16, 2018
ZZZ (BETTER)	N/A	Mexico	Down-Lite International, Inc.	Live	1861921	March 16, 2018