TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE MITCHELL GOLD CO.		07/09/2021	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	SG-Comfort/SD, LLC
Street Address:	100 River Bluff Drive
Internal Address:	Suite 500
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72202
Entity Type:	Corporation: ARKANSAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3219509	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3459425	MG+BW
Registration Number:	2353811	MITCHELL GOLD
Registration Number:	4271521	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3759075	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3999454	SUPER LUXE SLEEPER
Registration Number:	4751602	MITCHELL GOLD + BOB WILLIAMS HOME FURNIS
Registration Number:	5007113	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	5636425	COMFORT CLUB
Registration Number:	5477160	MG+BW COMFORT CLUB
Registration Number:	5227964	MITCHELL GOLD + BOB WILLIAMS

OP $290.00 3219509

CORRESPONDENCE DATA

Fax Number: 5013751309

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: 5013770360

Email: trobertson@roselawfirm.com

Correspondent Name:	Teresa Robertson, Rose Law Firm
Address Line 1:	120 East 4th Street
Address Line 4:	Little Rock, ARKANSAS 72201

NAME OF SUBMITTER:	Teresa Robertson
SIGNATURE:	/s/ Teresa Robertson
DATE SIGNED:	07/12/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(SG-COMFORT/SD, LLC First Amended and Restated Note Purchase Agreement)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 9, 2021, by THE MITCHELL GOLD CO., a North Carolina corporation ("Grantor"), in favor of SG-COMFORT/SD, LLC, an Arkansas limited liability company ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor has applied to and received from Grantee a certain term loan in an original principal amount of Three Million Eight Hundred Seven Thousand and Eighty-Eight Dollars and 63/100 ($3,807,088.63) (the "Loan");

WHEREAS, the Loan is evidenced by that certain First Amended and Restated Senior Subordinated Secured PIK Note between Grantor and Grantee of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "PIK Note");

WHEREAS, the PIK Note is further memorialized by a certain First Amended and Restated Note Purchase Agreement of even date herewith by and among Grantor and Grantee (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note Purchase Agreement") (the PIK Note, Note Purchase Agreement, and this Agreement, along with any and all other security agreements and all other loan documents and instruments evidencing the Loan now existing or hereinafter entered into, as amended, restated, supplemented or otherwise modified from time to time, and any additional senior subordinated secured PIK notes (whether issued under the Note Purchase Agreement or otherwise) are collectively referred to hereinafter as the "Loan Documents");

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, and all products and proceeds thereof, to secure the Subordinated Obligations (as defined in the Note Purchase Agreement); and

WHEREAS, Grantee is willing to make the Loan to Grantor in accordance with the terms and conditions set forth in the Loan Documents, and provided Grantor grant to Grantee the security interests set forth herein.

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 Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. When used herein the following terms shall have the following meanings:

> "Trademarks" means (a) all registered trademarks, service marks, and/or logos, and any common law ownership rights Grantor has to any unregistered trademarks, service marks, and/or logos and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or similar office or agency, and all common-law rights related thereto, including those registered trademarks and pending trademark applications referred to in Schedule 1, and (b) all rights to obtain renewals of any of the foregoing.

3. Grant of Security Interests. To secure the payment of indebtedness and performance of the Subordinated Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Collateral"), whether now owned or existing or hereafter created, acquired or arising:

> (i) each Trademark registered or applied for in the United States, including, without limitation, each Trademark referred to in Schedule 1, together with any renewals thereof, each Trademark that becomes registered or applied for in the United States hereafter, all common law ownership rights Grantor has in any unregistered Trademarks, 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 or any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

4. Priority. The rights under this Agreement securing the indebtedness under the Senior Subordinated Secured PIK Note (as defined in the Note Purchase Agreement), the rights under the security agreement securing the indebtedness under the Williams First Amended and Restated Senior Subordinated Secured PIK Note (as defined in the concurrent Williams First Amended and Restated Note Purchase Agreement) shall be realized pari passu or ratably and in all events are subject to the Subordination and Intercreditor Agreement as defined in the Note Purchase Agreement.

5. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARKANSAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. 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

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provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee 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 Grantee and its successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

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

THE MITCHELL GOLD CO.,
a North Carolina corporation, as Grantor

By:_____
Name: David Rogalski
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

SG-COMFORT/SD, LLC,
an Arkansas limited liability company, as Grantee

By: The Stephens Group, LLC, its Manager

By:_____
Name: Ronald M. Clark
Title: Chief Operating Officer and General Counsel

SCHEDULE 1

TRADEMARKS						
Trademark	**Status**	**App. Date**	**App. No.**	**Reg. Date.**	**Reg. No.**	**Country**
MITCHELL GOLD	Registered	September 6, 2002	926150	September 6, 2002	926150	Australia
MITCHELL GOLD	Registered	December 29, 1999	822325446	December 21, 2004	822325446	Brazil
MITCHELL GOLD + BOB WILLIAMS	Registered	February 7, 2006	1,288,971	March 4, 2008	TMA708,877	Canada
MG+BW	Registered	March 8, 2006	1,292,777	October 12, 2010	TMA779,549	Canada
LET'S GET COMFORTABLE	Registered	December 14, 2010	1,507,830	May 28, 2014	TMA878845	Canada
MG+BW	Registered	August 2, 2013	13020007	December 14, 2014	13020007	China
MG+BW	Registered	August 2, 2013	13020008	January 7, 2015	13020008	China
MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913275	May 7, 2010	6913275	China
MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913273	May 7, 2010	6913273	China
MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	11742243	April 21, 2014	11742243	China
MG+BW	Registered	August 22, 2008	6913272	May 14, 2010	6913272	China
MG+BW	Registered	August 22, 2008	6913270	May 14, 2010	6913270	China
MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913274	July 28, 2010	6913274	China
MG+BW	Registered	August 22, 2008	6913271	July 28, 2010	6913271	China
MG+BW	Registered	March 10, 2006	4950937	March 7, 2007	004950937	CTM (European Union)
MITCHELL GOLD + BOB WILLIAMS	Registered	February 10, 2006	4894853	June 28, 2007	004894853	CTM (European Union)
MITCHELL GOLD + BOB WILLIAMS	Registered	November 13, 2012	D00.2012.054744	January 4, 2013	IDM000469073	Indonesia
MITCHELL GOLD + BOB WILLIAMS	Registered	November 23, 2011	D00.2011.047600	February 18, 2014	IDM000407902	Indonesia
MG+BW	Registered	November 23, 2011	D00.2011.047599	February 18, 2014	IDM000407901	Indonesia
MG+BW	Registered	October 19, 2009	107080	October 19, 2009	92222	Kuwait
MITCHELL GOLD + BOB WILLIAMS	Registered	October 19, 2009	107079	October 19, 2009	92221	Kuwait
MITCHELL GOLD + BOB WILLIAMS	Registered	February 9, 2007	835392	October 31, 2007	1009887	Mexico
LET'S GET COMFORTABLE	Registered	December 15, 2010	1142465	December 15, 2010	1261084	Mexico
MG+BW	Registered	November 25, 2009	1050062	February 2, 2012	1264491	Mexico
MG+BW	Registered	October 12, 2009	59304	April 6, 2011	59304	Qatar
MITCHELL GOLD + BOB WLLIAMS	Registered	October 12, 2009	59303	April 6, 2011	59303	Qatar
MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	40-2012-0070758	February 7, 2014	40-1021519	Republic of Korea

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TRADEMARKS						
Trademark	Status	App. Date	App. No.	Reg. Date.	Reg. No.	Country
						(South)
MG+BW	Registered	March 22, 2012	40-2012-18933	March 27, 2013	40-0960821	Republic of Korea (South)
MITCHELL GOLD + BOB WILLIAMS	Registered	March 22, 2012	40-2012-18931	March 27, 2013	40-960793	Republic of Korea (South)
MITCHELL GOLD + BOB WILLIAMS	Registered	October 17, 2009	147107	December 28, 2010	143008906	Saudi Arabia
MG+BW	Registered	October 17, 2009	148107	December 28, 2010	143008907	Saudi Arabia
MITCHEL GOLD + BOB WILLIAMS	Registered	November 7, 2012	101063275	May 1, 2013	01576988	Taiwan
MITCHELL GOLD + BOB WILLIAMS	Registered	March 21, 2012	101014649	October 1, 2012	1539303	Taiwan
MG+BW	Registered	March 21, 2012	101014647	October 1, 2012	1539302	Taiwan
MG+BW	Registered	December 6, 2009	136529	December 6, 2009	127857	United Arab Emirates
MITCHELL GOLD + BOB WILLIAMS	Registered	December 6, 2009	136530	December 6, 2009	127854	United Arab Emirates
MITCHELL GOLD + BOB WILLIAMS	Registered	August 10, 2005	78/689,357	March 20, 2007	3,219,509	United States of America
MG+BW	Registered	October 4, 2005	78/726,438	July 1, 2008	3,459,425	United States of America
MITCHELL GOLD	Registered	August 3, 1999	75/767,273	May 30, 2000	2,353,811	United States of America
MITCHELL GOLD + BOB WILLIAMS	Registered	May 14, 2012	85/624,234	January 8, 2013	4,271,521	United States of America
MITCHELL GOLD + BOB WILLIAMS	Registered	February 17, 2009	77/672,328	March 9, 2010	3,759,075	United States of America

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TRADEMARKS						
Trademark	**Status**	**App. Date**	**App. No.**	**Reg. Date.**	**Reg. No.**	**Country**
SUPER LUXE SLEEPER	Registered	May 18, 2010	85/041,163	July 19, 2011	3,999,454	United States of America
MITCHELL GOLD + BOB WILLIAMS HOME FURNISHINGS	Registered	October 9, 2014	86419965	June 9, 2015	4751602	United States of America
MITCHELL GOLD + BOB WILLIAMS	Registered	November 23, 2015	86829207	July 26, 2016	5007113	United States of America
COMFORT CLUB	Registered	January 16, 2018	87757507	December 25, 2018	5636425	United States of America
MG+BW COMFORT CLUB	Registered	July 21, 2017	87537564	May 22, 2018	5477160	United States of America
MITCHELL GOLD + BOB WILLIAMS	Registered	November 17, 2016	87241061	June 20, 2017	5227964	United States of America
MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	4-2012-25680	April 22, 2015	244006	Vietnam

RECORDED: 07/12/2021
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