

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM666421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEGASUS HOME FASHIONS, INC.		08/05/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE, LLC, as collateral agent		
Street Address:	150 East 58th Street, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5087109	SLUMBER SHOP	
Registration Number:	5087108	SLUMBER SHOP	
Registration Number:	5293166	ESSENCE OF BAMBOO	
Registration Number:	5293167	ESSENCE OF BAMBOO	
Registration Number:	5333006	PARA PURE	
Registration Number:	5667149	ESSENCE OF COPPER	
Registration Number:	5667148	ESSENCE OF COPPER	
Registration Number:	5872865	CE	
Registration Number:	6011465		
Registration Number:	6011464		
Registration Number:	6160284	SAVING THE PLANET WHILE YOU SLEEP	
Registration Number:	6207194	TRUALT	
Registration Number:	6229158	CBD DREAMS	
Registration Number:	6273169	COOLRX	
Registration Number:	6291121	EARTH + HOME	
Registration Number:	6291125	BEYOND COOL	
Registration Number:	6302852	ECOSPHERE	
Registration Number:	4721233	ISO-PEDIC	
Registration Number:	4721232	ISO-PEDIC	
TRADEMARK			

CH \$615.00 5087109

Property Type	Number	Word Mark
Registration Number:	6405018	PROTECT TWENTY-FOUR/SEVEN
Registration Number:	4822888	EZ DREAMS
Registration Number:	4881739	EZ DREAMS
Serial Number:	90788506	PEGASUS
Serial Number:	90788494	AMERICA'S PILLOW

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305243

Email: dcip@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	45615.00001
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	08/10/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 5, 2021 is made by PEGASUS HOME FASHIONS, INC. (the "Grantor"), in favor of BLUE TORCH FINANCE, LLC ("Blue Torch"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Financing Agreement dated as of August 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Financing Agreement") among PEGASUS HOME FASHIONS PURCHASER INC., a Delaware corporation (the "Borrower"), PEGASUS HOME FASHIONS INTERMEDIATE INC., a Delaware corporation ("Parent"), the other Guarantors referred to therein, the Lenders referred to therein, Blue Torch as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and Blue Torch as the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, the Grantor is party to a Pledge and Security Agreement dated as of August 5, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, (the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Financing Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.


Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Financing Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.




PEGASUS HOME FASHIONS, INC., as Grantor

By: 
Name: Sonali Aggarwal
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

Schedule 1

Trademarks

Title	App. #	Reg. #	App. Date / Filing Date	Reg. Date / Issue Date
SLUMBER SHOP		5087109	09/08/2014	11/22/2016
SLUMBER SHOP		5087108	09/08/2014	11/22/2016
ESSENCE OF BAMBOO		5293166	11/15/2016	09/19/2017
ESSENCE OF BAMBOO		5293167	11/15/2016	09/19/2017
PARA PURE		5333006	10/04/2016	11/14/2017
ESSENCE OF COPPER		5667149	05/26/2017	01/29/2019
ESSENCE OF COPPER		5667148	05/26/2017	01/29/2019
		5872865	03/21/2019	10/01/2019
		6011465	03/21/2019	03/17/2020
		6011464	03/21/2019	03/17/2020
SAVING THE PLANET WHILE YOU SLEEP		6160284	10/21/2019	09/22/2020
TRUALT		6207194	11/04/2019	11/24/2020
CBD DREAMS		6229158	07/29/2019	12/22/2020
COOLRX		6273169	05/24/2018	02/16/2021
EARTH + HOME		6291121	11/18/2019	03/09/2021

Title	App. #	Reg. #	App. Date / Filing Date	Reg. Date / Issue Date
BEYOND COOL		6291125	12/20/2019	03/09/2021
ECOSPHERE		6302852	09/24/2019	03/23/2021
ISO-PEDIC		4721233	01/07/2014	04/14/2015
ISO-PEDIC		4721232	01/07/2014	04/14/2015
PROTECT TWENTY-FOUR/SEVEN		6405018	04/16/2020	06/29/2021
EZ DREAMS	86159410	4822888	01/07/2014	09/29/2015
EZ DREAMS		4881739	08/28/2015	01/05/2016
PEGASUS	90788506		6/22/2021	
AMERICA'S PILLOW	90788494		6/22/2021	