

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sleep Country USA, LLC		09/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78755472	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Serial Number:	78755475	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Serial Number:	78755479	NOT EVERYONE CAN BE A FOSTER PARENT, BUT	
Serial Number:	85520807	PAJAMA BOWL	
Serial Number:	78269235	SLEEP COUNTRY	
Serial Number:	78269240	SLEEP COUNTRY PLUS	
Serial Number:	74191616	SLEEP COUNTRY USA	
Serial Number:	75919639	WE WON'T REST UNTIL YOU DO	
Serial Number:	74429482	WHY BUY A MATTRESS ANYWHERE ELSE?	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	039269-0751		

OP \$240.00 78755472

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	09/24/2021
Total Attachments: 6 source=Lima - TL - TSA (Sleep Country USA) [Executed]#page1.tif source=Lima - TL - TSA (Sleep Country USA) [Executed]#page2.tif source=Lima - TL - TSA (Sleep Country USA) [Executed]#page3.tif source=Lima - TL - TSA (Sleep Country USA) [Executed]#page4.tif source=Lima - TL - TSA (Sleep Country USA) [Executed]#page5.tif source=Lima - TL - TSA (Sleep Country USA) [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”) dated September 24, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BARCLAYS BANK PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of September 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mattress Firm, Inc. (the “Borrower”), Mattress Holding Corp., the Lenders (as defined in the Credit Agreement) party thereto from time to time and BARCLAYS BANK PLC, as Administrative Agent and (ii) each Secured Hedge Agreement (as defined in the Credit Agreement). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks (as defined in the Credit Agreement) have agreed to enter into and/or maintain one or more Secured Hedge Agreements, on the terms and conditions set forth in the Credit Agreement or in such Secured Hedge Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements, each Grantor has executed and delivered that certain Term Security Agreement, dated September 24, 2021, among the Grantors, the other Loan Parties (as defined in the Credit Agreement) and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired or arising in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto and the goodwill of the business symbolized thereby or associated therewith, together with (a) all rights and privileges arising under applicable Law with respect to such Grantor's use of such Trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto. Notwithstanding the foregoing, no security interest is granted hereunder in any Excluded Asset.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 7. ABL/Term Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Collateral Agent on any Collateral pursuant to this Trademark Security Agreement are expressly subject to the terms of the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder with respect to the Collateral is subject to the limitations and provisions contained in the ABL/Term Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

(signature pages follow)


SLEEP COUNTRY USA, LLC, as Grantor

By: 
Name: Kindel Nuno
Title: Secretary

[Signature page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0713

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Ritam Bhalla
Title: Director

[Signature page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0714

SCHEDULE A

No.	Citation	App. No. / App. Date	Reg. No/ Reg. Date	Current Owner	Status
1	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD	78755472 16-NOV-2005	3198396 16-JAN-2007	SLEEP COUNTRY USA, LLC	(Registered
2	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD	78755475 16-NOV-2005	3158196 17-OCT-2006	SLEEP COUNTRY USA, LLC	Registered
3	NOT EVERYONE CAN BE A FOSTER PARENT, BUT ANYONE CAN HELP A FOSTER CHILD	78755479 16-NOV-2005	3158197 17-OCT-2006	SLEEP COUNTRY USA, LLC	Registered
4	PAJAMA BOWL <small>PAJAMA BOWL</small>	85520807 19-JAN-2012	4244767 20-NOV-2012	SLEEP COUNTRY USA, LLC	Registered Section 2(F)
5	SLEEP COUNTRY	78269235 01-JUL-2003	2924355 01-FEB-2005	SLEEP COUNTRY USA, LLC	Registered
6	SLEEP COUNTRY PLUS	78269240 01-JUL-2003	2955701 24-MAY-2005	SLEEP COUNTRY USA, LLC	Registered
7	SLEEPCOUNTRY USA	74191616 05-AUG-1991	1785946 03-AUG-1993	SLEEP COUNTRY USA, LLC	Registered
8	WE WON'T REST UNTIL YOU DO	75919639 15-FEB-2000	2851125 08-JUN-2004	SLEEP COUNTRY USA, LLC	Registered
9	WHY BUY A MATTRESS ANYWHERE ELSE?	74429482 30-AUG-1993	1844912 12-JUL-1994	SLEEP COUNTRY USA, LLC	Registered