

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676653

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|---|--|--|--|
| 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 - ABL - TSA (Sleep Country USA) [Executed]#page1.tif source=Lima - ABL - TSA (Sleep Country USA) [Executed]#page2.tif source=Lima - ABL - TSA (Sleep Country USA) [Executed]#page3.tif source=Lima - ABL - TSA (Sleep Country USA) [Executed]#page4.tif source=Lima - ABL - TSA (Sleep Country USA) [Executed]#page5.tif source=Lima - ABL - 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 ABL 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 Collateral Agent, (ii) each Secured Hedge Agreement (as defined in the Credit Agreement) and (iii) each agreement relating to Cash Management Services (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 Issuers (as defined in the Credit Agreement) have agreed to issue Letters of Credit (as defined in the Credit Agreement) of the account of the Borrower or a Restricted Subsidiary (as defined in the Credit Agreement) on the terms 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 and the Cash Management Banks (as defined in the Credit Agreement) have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, 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 and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain ABL 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, 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.

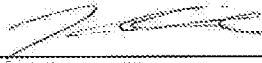
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

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 ABL Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0721

BARCLAYS BANK PLC,
as Collateral Agent



By: _____

Name: Ritam Bhalla

Title: Director

[Signature page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007431 FRAME: 0722

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 |