

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SINT, LLC		09/24/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74630983	1-800-SLEEPY'S	
<b>Serial Number:</b>	77759601	A BETTER TOMORROW STARTS WITH A BETTER N	
<b>Serial Number:</b>	85044637	A BETTER WAY TO BUY A MATTRESS	
<b>Serial Number:</b>	73340970	HAVE MORE FUN IN BED	
<b>Serial Number:</b>	85854861	HMK WHOLESALE MATTRESS COMPANY	
<b>Serial Number:</b>	74121897	ORTHO-POSTURE	
<b>Serial Number:</b>	74148356	ROCKAWAY BEDDING	
<b>Serial Number:</b>	74150028	ROCKAWAY BEDDING CENTERS	
<b>Serial Number:</b>	77759606	SLEEP WELL. DREAM BIG.	
<b>Serial Number:</b>	73377996	SLEEPY'S	
<b>Serial Number:</b>	75474774	SLEEPY'S INCREDIBLE PRICE GUARANTEE	
<b>Serial Number:</b>	76105627	SLEEPY'S PLATINUM	
<b>Serial Number:</b>	76105626	SLEEPY'S SOLID GOLD	
<b>Serial Number:</b>	78390693	THE MOST TRUSTED NAME IN MATTRESSES	
<b>Serial Number:</b>	86524582	THE ONLY MATTRESS PROFESSIONALS	
<b>Serial Number:</b>	77759608	THERE'S NEVER BEEN A BETTER TIME TO GET	
<b>Serial Number:</b>	75816992	WE GUARANTEE YOU A GOOD NIGHT'S SLEEP	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 2127514864

***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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	039269-0751
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<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
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<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
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<b>DATE SIGNED:</b>	09/24/2021
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**Total Attachments: 6**

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## 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.

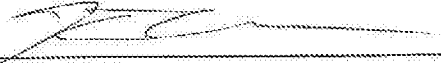
SECTION 7. ABL/Term Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Collateral Agent on any Collateral pursuant to this Trademark Security Agreement are expressly subject to the terms of the ABL/Term Intercreditor 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)


SINT, LLC, as Grantor

By:   
Name: Kindel Nuno  
Title: Secretary

[Signature page to Term Loan Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007431 FRAME: 0766**


**BARCLAYS BANK PLC,**  
as Collateral Agent

By:   
Name: Ritam Bhalla  
Title: Director

[Signature page to Term Loan Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007431 FRAME: 0767**

SCHEDULE A

No.	Citation	App. No. / App. Date	Reg. No/ Reg. Date	Current Owner	Status
1	1-800-SLEEPY'S	74630983 07-FEB-1995	1946855 09-JAN-1996	SINT, LLC	Registered
2	A BETTER TOMORROW STARTS WITH A BETTER NIGHT'S SLEEP.	77759601 15-JUN-2009	3797376 01-JUN-2010	SINT, LLC	Registered
3	A BETTER WAY TO BUY A MATTRESS	85044637 21-MAY-2010	3886435 07-DEC-2010	SINT, LLC	Registered
4	HAVE MORE FUN IN BED	73340970 10-DEC-1981	1225578 25-JAN-1983	SINT, LLC	Registered
5	HMK WHOLESALE MATTRESS COMPANY	85854861 20-FEB-2013	4923097 22-MAR-2016	SINT, LLC	Registered
6	ORTHO-POSTURE	74121897 10-DEC-1990	1764518 13-APR-1993	SINT, LLC	Registered
7	ROCKAWAY BEDDING	74148356 18-MAR-1991	1728376 27-OCT-1992	SINT, LLC	Registered Section 2(F)
8	ROCKAWAY BEDDING CENTERS 	74150028 22-MAR-1991	1733754 17-NOV-1992	SINT, LLC	Registered Section 2(F)
9	SLEEP WELL. DREAM BIG.	77759606 15-JUN-2009	3800956 08-JUN-2010	SINT, LLC	Registered
10	SLEEPY'S	73377996 30-JUL-1982	1265009 24-JAN-1984	SINT, LLC	Registered
11	SLEEPY'S INCREDIBLE PRICE GUARANTEE	75474774 27-APR-1998	2322385 22-FEB-2000	SINT, LLC	Registered
12	SLEEPY'S PLATINUM	76105627 09-AUG-2000	2800712 30-DEC-2003	SINT, LLC	Registered
13	4 SLEEPY'S SOLID GOLD	76105626 09-AUG-2000	2800711 30-DEC-2003	SINT, LLC	Registered
14	THE MOST TRUSTED NAME IN MATTRESSES	78390693 25-MAR-2004	2953960 17-MAY-2005	SINT, LLC	Registered
15	THE ONLY MATTRESS PROFESSIONALS	86524582 04-FEB-2015	4894447 02-FEB-2016	SINT, LLC	Registered
16	THERE'S NEVER BEEN A BETTER TIME TO GET A GREAT NIGHT'S SLEEP	77759608 15-JUN-2009	3797377 01-JUN-2010	SINT, LLC	Registered
17	WE GUARANTEE YOU A GOOD NIGHT'S SLEEP	75816992 07-OCT-1999	2368899 18-JUL-2000	SINT, LLC	Registered