

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOFT-TEX INTERNATIONAL, INC. (f/k/a Perry Textiles, Inc.)		10/29/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	6126491	ARCTIC NIGHTS	
Registration Number:	6131126	POLAR NIGHTS	
Registration Number:	6071240	REACTEX	
Registration Number:	6291167	POWER OF 3	
Registration Number:	6126309	SLUMBERMAX	
Registration Number:	6330525	LUXURY SUITE	
Registration Number:	6198750	SENSORPEDIC "THE MOST COMFORTABLE MEMORY	
Registration Number:	6174483	SENSORPEDIC	
Registration Number:	6437048	IWARMING	
Registration Number:	6368438	REACTEX	
Serial Number:	88843764	RESTORING THE POWER OF YOU	
Serial Number:	88884196	COOLFUSION	
Serial Number:	88934880	EUROGEL	
Serial Number:	90052208	POWERED BY REACTEX	
Serial Number:	90052228	POWERED BY REACTEX	
Registration Number:	6443253	WAVEFOAM	
Registration Number:	6494642	REACTEX	
Registration Number:	6272356	POWERED BY REACTEX	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	6437375	STAIN-X
Registration Number:	6437746	AQUA PLUS
Registration Number:	6413103	SENSORDO
Registration Number:	6445403	REACTEX
Serial Number:	90479338	COOL COAT
Serial Number:	90480070	COLD FRONT
Serial Number:	90482472	INFINIFROST
Serial Number:	90486017	FRESH AND CLEAN 360
Serial Number:	90505054	HIGH POINT WARRANTY GROUP
Serial Number:	90549343	DUO DOUGH
Serial Number:	90550477	SOFT TECHNOLOGIES
Serial Number:	90579262	HIGH POINT SERVICE GROUP
Serial Number:	90555678	REACTEX REGULATE
Serial Number:	90557682	ARCTIC BLAST
Serial Number:	90608830	HIGH POINT
Serial Number:	90657743	ULTRA CLEAN
Serial Number:	90749060	DUAL COMFORT
Serial Number:	90785080	COMFORTCOOL TECHNOLOGY
Serial Number:	90860844	HEX
Serial Number:	90864381	HEX
Serial Number:	90876394	THE CONVERSION HUB
Serial Number:	97036148	VENTAIR
Serial Number:	97035605	DREAMSMART SAPPHIRE
Serial Number:	97047124	CLEANCOOL FABRIC TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165665741

Email: mae.smith@thompsonhine.com

Correspondent Name: Jennifer Villyard, Esq.

Address Line 1: 127 Public Square, 3900 Key Center

Address Line 2: Thompson Hine LLP

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Jennifer Villyard
SIGNATURE:	/Jennifer Villyard/
DATE SIGNED:	11/22/2021

Total Attachments: 12

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SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of October 29, 2021 by SOFT-TEX INTERNATIONAL, INC. (f/k/a Perry Textiles, Inc.), a New York corporation (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (“Lender”).

WHEREAS, Pledgor executed and delivered to Lender that certain Intellectual Property Security Agreement, effective as of May 16, 2014, and recorded with the United States Patent and Trademark Office on June 4, 2014 at Reel/Frame 005295/0733 with respect to trademarks (as amended and as the same may from time to time be further amended, restated or otherwise modified, the “IP Agreement”) wherein Pledgor granted to Lender a security interest in all of Pledgor’s intellectual property;

WHEREAS, Pledgor executed and delivered to Lender that certain Supplement to Intellectual Property Security Agreement, dated as of December 30, 2019, and recorded with the United States Patent and Trademark Office on December 30, 2019 (a) at Reel/Frame 6827/0457 with respect to trademarks and (b) at Reel/Frame 051444/0895 with respect to patents (the “IP Supplement”) wherein Pledgor (i) granted to Lender a security interest in the Pledgor’s intellectual property referenced therein, and (ii) ratified its obligations under the IP Agreement.

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the IP Agreement shall have their respective meanings ascribed to them in the IP Agreement;

WHEREAS, pursuant to the Section 15 of the IP Agreement, Pledgor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Collateral to secure all of the Secured Obligations;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by Lender and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest. Pledgor hereby grants to Lender a continuing security interest in all of Pledgor’s right, title and interest in the Collateral listed on Schedule 1 hereto.

2. IP Agreement. Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Lender in the Collateral identified in Section 1 hereof with the United States Patent and Trademark Office and United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the IP Agreement. The IP Agreement (and all rights and remedies of Lender and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Agreement, the terms of the IP Agreement shall govern.

4. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN PLEDGOR AND LENDER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Supplement to Intellectual Property Security Agreement as of the date first set forth above.

SOFT-TEX INTERNATIONAL, INC.

By: 

Thomas G. Gibbs
Chief Financial Officer

SCHEDULE 1
(Supplement)

U.S. TRADEMARKS

<u>Company</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Soft-Tex International, Inc.	ARCTIC NIGHTS	US	88977988	01/28/2019	6126491	08/11/2020
Soft-Tex International, Inc.	POLAR NIGHTS	US	88279338	01/28/2019	6131126	08/18/2020
Soft-Tex International, Inc.	REACTEX	US	88977567	04/17/2019	6071240	06/02/2020
Soft-Tex International, Inc.	POWER OF 3	US	88980403	08/05/2019	6291167	03/09/2021
Soft-Tex International, Inc.	SLUMBERMAX	US	88656124	10/16/2019	6126309	08/11/2020
Soft-Tex International, Inc.	LUXURY SUITE	US	88980801	10/16/2019	6330525	04/20/2021
Soft-Tex International, Inc.	SENSORPEDIC "THE MOST COMFORTABLE MEMORY FOAM IN THE WORLD"	US	88802296	02/19/2020	6198750	11/17/2020
Soft-Tex International, Inc.	RESTORING THE POWER OF YOU	US	88843764	03/23/2020	Pending	Pending
Soft-Tex International, Inc.	SENSORPEDIC	US	88852542	03/30/2020	6174483	10/13/2020
Soft-Tex International, Inc.	COOLFUSION	US	88884196	04/23/2020	Pending	Pending
Soft-Tex International, Inc.	iWARMING	US	88926891	05/21/2020	6437048	08/3/2021
Soft-Tex International, Inc.	EUROGEL	US	88934880	05/27/2020	Pending	Pending
Soft-Tex International, Inc.	REACTEX	US	90052218	07/14/2020	6368438	06/01/2021

Soft-Tex International, Inc.	POWERED BY REACTEX	US	900522208	07/14/2020	Pending	Pending
Soft-Tex International, Inc.	POWERED BY REACTEX	US	900522228	07/14/2020	Pending	Pending
Soft-Tex International, Inc.	WAVEFOAM	US	900511173	07/14/2020	6443253	08/03/2021
Soft-Tex International, Inc.	REACTEX	US	900522223	07/14/2020	6494642	09/21/2021
Soft-Tex International, Inc.	POWERED BY REACTEX	US	90055984	07/16/2020	6272356	02/16/2021
Soft-Tex International, Inc.	STAIN-X	US	90065105	07/21/2020	6437375	08/03/2021
Soft-Tex International, Inc.	AQUA PLUS	US	90157046	09/03/2020	6437746	08/03/2021
Soft-Tex International, Inc.	SENSORD ₆	US	90165342	09/08/2020	6413103	07/06/2021
Soft-Tex International, Inc.	 REACTEX	US	90259046	10/16/2020	6445403	08/10/2021
Soft-Tex International, Inc.	COOL COAT	US	90479338	01/21/2021	Pending	Pending
Soft-Tex International, Inc.	COLD FRONT	US	90480070	01/21/2021	Pending	Pending
Soft-Tex International, Inc.	INFINFROST	US	90482472	01/22/2021	Pending	Pending
Soft-Tex International, Inc.	FRESH AND CLEAN 360	US	90486017	01/25/2021	Pending	Pending
Soft-Tex International, Inc.	HIGH POINT WARRANTY GROUP	US	90505054	02/02/2021	Pending	Pending
Soft-Tex International, Inc.	DUO DOUGH	US	90549343	02/26/2021	Pending	Pending
Soft-Tex International, Inc.	SOFT TECHNOLOGIES	US	90550477	02/26/2021	Pending	Pending

Soft-Tex International, Inc.	HIGH POINT SERVICE GROUP	US	90579262	03/15/2021	Pending	Pending
Soft-Tex International, Inc.	REACTEX REGULATE	US	90555678	03/02/2021	Pending	Pending
Soft-Tex International, Inc.	ARCTIC BLAST	US	90557682	03/03/2021	Pending	Pending
Soft-Tex International, Inc.	HIGH POINT	US	90608830	03/29/2021	Pending	Pending
Soft-Tex International, Inc.	ULTRA CLEAN	US	90657743	04/20/2021	Pending	Pending
Soft-Tex International, Inc.	DUAL COMFORT	US	90749060	06/02/2021	Pending	Pending
Soft-Tex International, Inc.	COMFORTCOOL TECHNOLOGY	US	90785080	06/21/2021	Pending	Pending
Soft-Tex International, Inc.	HEX	US	90860844	08/02/2021	Pending	Pending
Soft-Tex International, Inc.	HEX	US	90864381	08/04/2021	Pending	Pending
Soft-Tex International, Inc.	THE CONVERSION HUB	US	90876394	08/11/2021	Pending	Pending
Soft-Tex International, Inc.	VENTAIR	US	97036148	09/22/2021	Pending	Pending
Soft-Tex International, Inc.	DREAMSMART SAPPHIRE	US	97035605	09/20/2021	Pending	Pending
Soft-Tex International, Inc.	CLEANCOOL FABRIC TECHNOLOGY	US	97047124	09/27/2021	Pending	Pending
Soft-Tex International, Inc.	SENSORPEDIC	IN	3091797	02/11/2015	1352220	09/22/2016
Soft-Tex International, Inc.	SENSORPEDIC SENSORGEL	KR	A0048349	02/13/2015	1253757	02/13/2015
Soft-Tex International, Inc.		KR	A0048352	02/13/2015	1255164	02/13/2015

Soft-Tex International, Inc.		KR	A0048350	02/13/2015	1254148	02/13/2015
Soft-Tex International, Inc.	BIOPEDIC	CN	17348196	07/03/2015	173481196	09/07/2016
Soft-Tex International, Inc.	THE COOLEST FOAM IN THE WORLD	IN	?	?	3091798	11/02/2015
Soft-Tex International, Inc.	SENSORPEDIC	CN	17348197	10/27/2015	17348197	09/07/2016
Soft-Tex International, Inc.	SENSORGEL	CN	23333135	03/04/2017	23333135	03/21/2018
Soft-Tex International, Inc.	DREAM SMART WITH ENGINEERED COMFORT	KR	40-2017-0084285	07/06/2017	40-1352298	04/19/2018
Soft-Tex International, Inc.	DREAM SMART	KR	40-2017-0084284	07/06/2017	40-1352297	04/19/2018
Soft-Tex International, Inc.	SOFT-TEX	JP	T2018-096528	07/27/2018	6176470	09/30/2019
Soft-Tex International, Inc.	REACTEX	AU	2158686	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	REACTEX	CA	2158686	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	REACTEX	EU	2158686	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	REACTEX	RU	2158686	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	REACTEX	UK	3697981	09/21/2021	Pending	Pending
Soft-Tex International, Inc.	POWERED BY REACTEX	AU	2158581	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	POWERED BY REACTEX	CA	2158581	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	POWERED BY REACTEX	EU	2158581	12/30/2020	Pending	Pending

Soft-Tex International, Inc.	POWERED BY REACTEX	RU	2158581	12/30/2020	Pending	Pending
Soft-Tex International, Inc.	POWERED BY REACTEX	UK	3697984	09/21/2021	Pending	Pending
Soft-Tex International, Inc.	SWISSLUX	EU	A0106431	03/12/2021	Pending	Pending
Soft-Tex International, Inc.	SWISSLUX	GB	A0106431	03/12/2021	Pending	Pending
Soft-Tex International, Inc.	ARCTIC NIGHTS	AU	2191183	03/17/2021	Pending	Pending
Soft-Tex International, Inc.	ARCTIC NIGHTS	NZ	1183011	03/17/2021	Pending	Pending
Soft-Tex International, Inc.	VENTAIR	EU	A0113981	09/23/2021	Pending	Pending

U.S. PATENTS

Company	Patents	Country	Application No.	Application Filing Date	Registration No.	Registration Date
Soft-Tex International, Inc.	COOLING BODY SUPPORT CUSIONS AND PILLOWS	US	17268246	08/12/2019	Pending	Pending
Soft-Tex International, Inc.	COOLING MATTRESSES, PADS OR MATS, AND MATTRESS PROTECTORS	US	17172349	02/10/2021	Pending	Pending
Soft-Tex International, Inc.	ADJUSTABLE STIFFNESS MATTRESS SYSTEMS AND RELATED METHODS	US	63130057	12/23/2020	Pending	Pending
Soft-Tex International, Inc.	WARMING CUSHIONS, BLANKETS AND CLOTHING AND RELATED METHODS	US	63123582	12/10/2020	Pending	Pending
Soft-Tex International, Inc.	WARMING CUSHIONS, BLANKETS AND CLOTHING AND RELATED METHODS	US	63138045	01/15/2021	Pending	Pending
Soft-Tex International, Inc.	VARIABLE STIFFNESS MATTRESS SYSTEMS AND RELATED METHODS	US	63123596	12/10/2020	Pending	Pending
Soft-Tex International, Inc.	MULTI-ZONE TEMPERATURE REGULATING MATTRESSES AND RELATED METHODS	US	63089793	10/09/2020	Pending	Pending
Soft-Tex	MULTI-ZONE	US	63142635	01/28/2021	Pending	Pending

International, Inc.	TEMPERATURE REGULATING MATTRESSES AND RELATED METHODS						
Soft-Tex International, Inc.	MOISTURE WICKING MATTRESSES, BODY-SUPPORT PADS OR MATS, AND MATTRESS COVERINGS	US	63136364	01/12/2021	Pending	Pending	
Soft-Tex International, Inc.	MATTRESSES AND BODY-SUPPORT PADS/MATS, AND METHODS OF MANUFACTURE	US	63147328	02/09/2021	Pending	Pending	
Soft-Tex International, Inc.	REVERSIBLE WARMING/COOLING COVERS, CUSHIONS, AND PADS OR MATS	US	63151386	02/19/2021	Pending	Pending	
Soft-Tex International, Inc.	COMPOSITION OF FOAM, CUSHIONS, AND RELATED METHODS OF MANUFACTURE	US	63153108	02/24/2021	Pending	Pending	
Soft-Tex International, Inc.	COMPOSITION OF FOAM AND CUSHIONS THAT INCLUDE DIGESTERS, AND RELATED METHODS OF MANUFACTURE	US	63154317	02/26/2021	Pending	Pending	
Soft-Tex International, Inc.	FOAM MATTRESSES, FOAM CUSHIONS, AND FOAM BODY-SUPPORT PADS OR MATS	US	63164011	03/22/2021	Pending	Pending	
Soft-Tex International, Inc.	MATTRESSES, CUSHIONS, AND BODY-SUPPORT PADS OR	US	63179813	04/26/2021	Pending	Pending	

Soft-Tex International, Inc.	MATS HAVING POLYMER FEET MATTRESSES, CUSHIONS, AND BODY-SUPPORT PADS OR MATS HAVING VOIDS AND GROOVES	US	63210306	06/14/2021	Pending	Pending
Soft-Tex International, Inc.	SYSTEMS AND METHODS FOR VARYING MATTRESS STIFFNESS	US	63210070	06/13/2021	Pending	Pending
Soft-Tex International, Inc.	SYSTEMS AND METHODS FOR VARYING MATTRESS STIFFNESS	US	63210070	06/13/2021	Pending	Pending

U.S. COPYRIGHTS

<u>Company</u>	<u>Copyrights</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>
Soft-Tex International, Inc.	Collection of Graphic Design and Text for SensorPEDIC Exterior Packaging	US	VAu-01219538	06/12/2015
Soft-Tex International, Inc.	Graphic Designs and Text for SensorPedic Apples to All Your Senses Exterior Packaging	US	V Au 1-205-085	03/12/2015
Soft-Tex International, Inc.	Crystal Geo Pattern (Fabric Design)	US	V Au 1-405-863	07/22/2020