

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705050

<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>
Brooklyn Bedding LLC		10/12/2021	Limited Liability Company: DELAWARE
Helix Sleep, Inc.		10/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whitehorse Capital Management, LLC, as Administrative Agent		
<b>Street Address:</b>	1450 Brickell Ave., 31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88775832	MUZZY BY HELIX	
<b>Serial Number:</b>	88775824	MUZZY	
<b>Serial Number:</b>	88876153	LAZY FOR GOOD	
<b>Registration Number:</b>	6155409	ALLFORM	
<b>Registration Number:</b>	6154623	BIRCH BY HELIX	
<b>Registration Number:</b>	5698395	BOUNDLESS	
<b>Registration Number:</b>	5459800	HELIX	
<b>Registration Number:</b>	5303547	HELIX	
<b>Registration Number:</b>	4868432	H	
<b>Registration Number:</b>	4868431	HELIX SLEEP	
<b>Registration Number:</b>	5540613	BROOKLYN BEDDING	
<b>Registration Number:</b>	5544867	BB	
<b>Registration Number:</b>	5541148	BROOKLYN AURORA	
<b>Registration Number:</b>	5975390	COPPERFLEX	
<b>Registration Number:</b>	6134672	ASCENSION	
<b>Serial Number:</b>	90287262	PROPEL BY BROOKLYN BEDDING	
<b>Serial Number:</b>	90363540	40 WINKS	
<b>Registration Number:</b>	6427670	BROOKLYN SEDONA HYBRID	

OP \$565.00 88775832

Property Type	Number	Word Mark
Registration Number:	5554587	IPEDIC
Registration Number:	5555186	TITANFLEX
Registration Number:	5550843	NUFORM
Serial Number:	90712937	VARIFLEX

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1579898 TM
<b>NAME OF SUBMITTER:</b>	John Kline
<b>SIGNATURE:</b>	/John Kline/
<b>DATE SIGNED:</b>	01/27/2022

**Total Attachments: 4**

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**GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of October 12, 2021 is made by Brooklyn Bedding LLC and Helix Sleep, Inc. (each a “Grantor” and collectively, “Grantors”), in favor of WhiteHorse Capital Management, LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties referenced therein, parties to the Security Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Security Agreement.

WHEREAS, pursuant to the Security and Pledge Agreement dated as of October 12, 2021 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Security Agreement”) by and among the Grantors and the Administrative Agent, each Grantor has granted a Lien on and a continuing security interest in the Collateral (including the Trademarks) to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. Each Grantor hereby pledges and grants a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (including those items shown on Schedule 1 attached hereto) (collectively, the “Trademark Collateral”), to the Administrative Agent for the benefit of the Administrative Agent for the ratable benefit of the Secured Parties.
2. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
3. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 Security Agreement, the terms of the Security Agreement shall govern.
4. This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement may be executed and delivered (including by facsimile transmission, “.pdf,” or other electronic transmission, or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign)) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**BROOKLYN BEDDING LLC**

By:   
Name: Benjamin Rieck  
Title: Chief Financial Officer

**HELIX SLEEP, INC.**

By:   
Name: Benjamin Rieck  
Title: Chief Financial Officer

**WHITEHORSE CAPITAL MANAGEMENT, LLC,**  
as Administrative Agent

By:   
Name: Richard Siegel  
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]