# CH \$40.00 5180697

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM726804

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6176/0263

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Administrative Agent		05/06/2022	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Dreamwell, Ltd.	
Street Address:	2451 Industry Avenue	
City:	Doraville	
State/Country:	GEORGIA	
Postal Code:	30360	
Entity Type:	Limited Liability Company: NEVADA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5180697	COLUMBIA

#### **CORRESPONDENCE DATA**

**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:** 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	029217-0298
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	05/10/2022

## **Total Attachments: 4**

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#### RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of May 6, 2022 (the "Effective Date"), is made by GOLDMAN SACHS BANK USA, as administrative agent and collateral agent for the Secured Parties (in such capacities the "Administrative Agent"), in favor of DREAMWELL, LTD., a Nevada limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Supplemental IP Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of November 8, 2016, by and among the Grantor, the other grantors party thereto and Administrative Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor executed and delivered a Second Lien Term Loan Intellectual Property Security Agreement Supplement, dated as of August 21, 2017 (the "Supplemental IP Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on October 6, 2017 at Reel/Frame 6176/0263 (with respect to Trademarks) and at Reel/Frame 044140/0624 (with respect to Patents);

WHEREAS, pursuant to the Security Agreement and the Supplemental IP Security Agreement, Grantor pledged, collaterally assigned, mortgaged, transferred, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in (the "Security Interest") all of Grantor's right, title or interest in and to the Additional IP Collateral, including, without limitation, the Trademarks listed on Schedule I hereto and the Patents listed on Schedule II hereto; and

WHEREAS, the Grantor has requested that the Administrative Agent terminate and release the Security Interest in the Additional IP Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Supplemental IP Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Additional IP Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Additional IP Collateral, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Additional IP Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

GOLDMAN SACHS BANK USA, as

Administrative Agent

Name: Luke Qiu

Title: Authorized Signatory

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# SCHEDULE I

# TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
DREAMWELL, LTD.	5180697	COLUMBIA

# TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
None		

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# SCHEDULE II

# **PATENTS**

REGISTERED OWNER	PATENT	TITLE
	NUMBER	
None		

## PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/472749	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
DREAMWELL, LTD.	15/472760	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
DREAMWELL, LTD.	62/465446	MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS
DREAMWELL, LTD.	15/433673	MATTRESS PANELS INCLUDING ANTIMICROBIAL TREATED FIBERS AND/OR FOAMS

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**RECORDED: 05/10/2022** 

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