

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6074/0980		
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	
Serial Number:	87249484	BEAUTYREST	
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:	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 May 31, 2017 (the “Supplemental IP Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on June 1, 2017 at Reel/Frame 6074/0980 (with respect to Trademarks) and at Reel/Frame 042669/0325 (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.

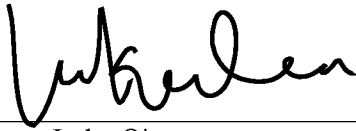
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Supplemental IP Security Agreement, (ii) releases, discharges, terminates and cancels the Security 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]

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

By: 
Name: Luke Qiu
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
None		

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
DREAMWELL, LTD.	87/249484	BEAUTYREST

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
None		

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/352793	MATTRESS WITH FLEXIBLE PRESSURE SENSOR
DREAMWELL, LTD.	15/379545	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS