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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM726820

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6295/0185

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:	5364594	BEAUTYREST

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 and TOMORROW SLEEP LLC, a Delaware limited liability company (each, a "Grantor", and together the "Grantors"). 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 Grantors, 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"), each Grantor executed and delivered a Second Lien Term Loan Intellectual Property Security Agreement Supplement, dated as of March 6, 2018 (the "Supplemental IP Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on March 20, 2018 at Reel/Frame 6295/0280 (with respect to Trademarks of Tomorrow Sleep LLC), at Reel/Frame 6295/0185 (with respect to Trademarks of Dreamwell, Ltd.), and at Reel/Frame 045645/0277 (with respect to Patents of Dreamwell, Ltd.);

WHEREAS, pursuant to the Security Agreement and the Supplemental IP Security Agreement, each 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 such 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 Grantors have 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 each Grantor any right, title or interest it may have in the Additional IP Collateral of such Grantor, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

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

[Signature Page Follows]

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TRADEMARK REEL: 007716 FRAME: 0864 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

REEL: 007716 FRAME: 0865

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED GWNER	REGISTRATION NUMBER	FRADEMARK
DREAMWELL, LTD.	5364594	BEAUTYREST (Stylized) AND DESIGN
TOMORROW SLEEP LLC	5337280	TOMORROW

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
None		

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SCHEDULE II

PATENTS ISSUED

REGISTERED OWNER	PATENT SUBBER	TITLE
None		

PATENT APPLICATIONS

APPLICANT APPLICATION TITLE NUMBER			
DREA	MWELL, LTD.	15/805553	SPLIT ADJUSTABLE MATTRESS
			FOUNDATION FOR MULTIPLE USERS
DREA	MWELL, LTD.	15/838659	ACTIVE COMFORT
			CONTROLLED BEDDING
L			SYSTEMS

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RECORDED: 05/10/2022

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