

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726872

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|---|---|---|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6609/0035 | | |
| 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: | Tuft & Needle, LLC | | |
| Street Address: | 735 Grand Avenue | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85007 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5490964 | & FRAME | |
| Registration Number: | 5316489 | & SHEETS | |
| Registration Number: | 5305851 | & PILLOW | |
| Registration Number: | 5436262 | & POUCH | |
| Registration Number: | 5394117 | TUFT & NEEDLE & PILLOW | |
| Registration Number: | 5247908 | TN.COM | |
| Registration Number: | 5173090 | SNOOZEDUES | |
| Registration Number: | 5443885 | MATTRESS STORES ARE GREEDY | |
| Registration Number: | 5197050 | WE CHARGE WHAT WE NEED, NOT WHAT WE CAN | |
| Registration Number: | 4964252 | TUFT & NEEDLE | |
| Registration Number: | 5083389 | TN | |
| Registration Number: | 5143379 | WAKE UP BETTER | |
| Registration Number: | 5115227 | T&N ADAPTIVE | |
| Registration Number: | 5233659 | T&N | |
| Registration Number: | 5242547 | TUFT & NEEDLE | |
| Registration Number: | 5229256 | & | |
| Registration Number: | 4836760 | T&N | |
| Registration Number: | 4836761 | TUFT & NEEDLE | |

CH \$640.00 5490964

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Registration Number: | 5595965 | TUFT & NEEDLE |
| Registration Number: | 4616761 | TUFT & NEEDLE |
| Registration Number: | 5604917 | T&N TUFT & NEEDLE TUFT & NEEDLE |
| Registration Number: | 5267021 | TUFT & NEEDLE |
| Serial Number: | 87740540 | MINT |
| Serial Number: | 86601194 | TUFT & NEEDLE |
| Serial Number: | 86601200 | T&N |

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: 6
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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 TUFT & NEEDLE, LLC., a Delaware 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 November 30, 2018 (the “Supplemental IP Security Agreement”), which was submitted for recordation in the United States Copyright Office (“USCO”) on April 4, 2019, and which was recorded in the United States Patent and Trademark Office (“USPTO”) on April 4, 2019 at Reel/Frame 6609/0035 (with respect to Trademarks) and at Reel/Frame 048791/0973 (with respect to Patents);

WHEREAS, pursuant to the Security Agreement and the Supplemental IP Security Agreement, the 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, the Patents listed on Schedule II hereto, and the Copyrights listed on Schedule III 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 and the USCO, as applicable.

[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

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|--|---------------------|--|
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5490964 | & FRAME |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5316489 | & SHEETS |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5305851 | & PILLOW |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5436262 | & POUCH |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5394117 | TUFT & NEEDLE & PILLOW  |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5247908 | TN.COM |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5173090 | SNOOZEDUES |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5443885 | MATTRESS STORES ARE GREEDY |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5197050 | WE CHARGE WHAT WE NEED, NOT WHAT WE CAN |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 4964252 | TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5083389 | TN |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5143379 | WAKE UP BETTER |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5115227 | T&N ADAPTIVE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5233659 | T&N |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5242547 | TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5229256 | &  |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 4836760 | T&N |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 4836761 | TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5595965 | TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 4616761 | TUFT & NEEDLE |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|--|---------------------|---------------------------------|
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5604917 | T&N TUFT & NEEDLE TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 5267021 | TUFT & NEEDLE |

TRADEMARK APPLICATIONS

| APPLICANT | APPLICATION NO. | TRADEMARK |
|--|-----------------|---------------|
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 87740540 | MINT |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 86601194 | TUFT & NEEDLE |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 86601200 | T&N |

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

| APPLICANT | APPLICATION NO. | DESCRIPTION |
|--|------------------------|-----------------------|
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 15/891,887 | Flame Retardant Cover |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 29/615,899 | Bed Frame |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 16/037,833 | Mattress Carrier |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 29/657,664 | |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | 29/671,031 | |

SCHEDULE III

COPYRIGHTS

| REGISTERED OWNER | REGISTRATION NUMBER | TITLE |
|--|----------------------------|------------------------------------|
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VA0002016570 | 5 Reasons Artwork |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VA0002012578 | Classic Bed Photo |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VA0002015462 | Compatible Diagram |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VA0002013178 | Death of the Salesman Diagram |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | PA0002004481 | Making of a Mattress: Design Video |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | TX0008282833 | Our Story Page |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VA0002013163 | Setup Diagram |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | VAu001254454 | Social Responsibility Artwork |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | PA0002004406 | T&N Adaptive Foam Video |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | PA0002004408 | Truth: Layers Video |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | TX0008282857 | Truth Page |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | TX0008285606 | Tuft & Needle Home Page |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | PA0002004480 | Wake up Better: Assembly Video |
| Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc. | PA0002004483 | We Are Fixers: Online Video |

COPYRIGHT APPLICATIONS

None.