

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM739301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS SUPPLEMENT NO. 1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROOKLYN BEDDING LLC		07/01/2022	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC		
Street Address:	1450 BRICKELL AVE.		
Internal Address:	31ST FLOOR		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5354175	BEAR	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552333		
Email:	ksolomon@stblaw.com		
Correspondent Name:	BOBBIE BURROWS, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004829/0003		
NAME OF SUBMITTER:	BOBBIE BURROWS		
SIGNATURE:	/BB/		
DATE SIGNED:	07/06/2022		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN
TRADEMARKS SUPPLEMENT NO. 1

This GRANT OF SECURITY INTEREST IN TRADEMARKS SUPPLEMENT NO. 1 (“Agreement”), effective as of July 1, 2022 is made by Brooklyn Bedding LLC (the “Grantor”), 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 Grantor, the other grantors party thereto and the Administrative Agent, the 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.

WHEREAS, the Grantor and Administrative Agent on October 12, 2021 entered into that certain Grant of Security Interest in Trademarks (the “Trademark Security Agreement”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2022 at Reel 7570, Frame 0510; and

WHEREAS, Grantor and Agent wish to supplement the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral (as defined in the Trademark Security Agreement).

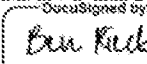
NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items shown on Schedule 1 attached hereto) (collectively, the “Supplemental 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 the 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. The 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:  DocuSigned by:
Name: Benjamin Kreck 002A3D84F8C848C...
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

Schedule 1

Trademark	App. No.	Registration No.	Owner
BEAR & design	87413762	5,354,175	Brooklyn Bedding LLC