

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RESIDENT HOME LLC		09/01/2022	Limited Liability Company: DELAWARE
DREAMCLOUD BRAND LLC		09/01/2022	Limited Liability Company: DELAWARE
NECTAR BRAND LLC		09/01/2022	Limited Liability Company: CALIFORNIA
LEVEL SLEEP BRAND LLC		09/01/2022	Limited Liability Company: DELAWARE
DREAMCLOUD (US) HOLDINGS, INC.		09/01/2022	Corporation: DELAWARE
DREAMCLOUD CANADA LLC		09/01/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive, HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94052
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	88350978	AWARA
<b>Serial Number:</b>	90765171	CLOVERLANE
<b>Registration Number:</b>	4064244	DREAM CLOUD
<b>Registration Number:</b>	5595001	FOREVER WARRANTY
<b>Registration Number:</b>	5810101	NECTAR
<b>Registration Number:</b>	6008483	NECTAR
<b>Serial Number:</b>	88339911	RESIDENT
<b>Serial Number:</b>	90767155	SIENA
<b>Serial Number:</b>	87857412	SWEET DREAMS DELIVERED
<b>Serial Number:</b>	88335247	WOVENLY

OP \$265.00 88350978

**CORRESPONDENCE DATA****Fax Number:**

*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:** 8004945225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1781431 TM
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	09/02/2022

**Total Attachments: 8**

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**FIRST SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplement to Intellectual Property Security Agreement (this “***Supplement***”) is made as of September 1, 2022 by and between (i) **SILICON VALLEY BANK**, a California corporation (“***Bank***”), (ii) **RESIDENT HOME LLC**, a Delaware limited liability company (“Resident Home LLC”); (iii) **DREAMCLOUD BRAND LLC**, a Delaware limited liability company (“Dreamcloud”); (iv) **NECTAR BRAND LLC**, a California limited liability company (“Nectar”); (v) **LEVEL SLEEP BRAND LLC**, a Delaware limited liability company (“Level”); (vi) **DREAMCLOUD (US) HOLDINGS, INC.**, a Delaware corporation (“Holdings”); and (vii) **DREAMCLOUD CANADA LLC**, a Delaware limited liability company (“Dreamcloud Canada” and together with Resident Home LLC, Dreamcloud, Nectar, Level, and Holdings, individually and collectively, jointly and severally, “**Grantor**”).

**WHEREAS**, Grantor executed and delivered an Intellectual Property Security Agreement dated December 7, 2020 (as amended of record from time to time hereinafter, the “***IP Agreement***”) in favor of the Bank pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral.

**WHEREAS**, the Grantor has developed additional patents and trademarks, and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Bank.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Supplement to Exhibit B**. **Exhibit B** to the IP Agreement is hereby supplemented, but not replaced, by **Exhibit B-1** annexed hereto.
3. **Supplement to Exhibit C**. **Exhibit C** to the IP Agreement is hereby supplemented, but not replaced, by **Exhibit C-1** annexed hereto.
4. **Miscellaneous**:

Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

**GRANTOR:**

**RESIDENT HOME LLC**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**DREAMCLOUD BRAND LLC**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**NECTAR BRAND LLC**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**LEVEL SLEEP BRAND LLC**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**DREAMCLOUD (US) HOLDINGS, INC.**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**DREAMCLOUD CANADA LLC**

DocuSigned by:  
*Matthew Schweickert*  
By: \_\_\_\_\_  
Name: Matthew Schweickert  
Title: Treasurer

**EXHIBIT B-1**

Patents and Patents Applications

Application 15/183,714, which is a CIP of application 14/967,269 (claims priority to provisional 62/180,062), which is a CIP of application 14/164,272

**EXHIBIT C-1**

## Trademarks

Trademark	TM Image	Country	Class	App. Date Reg. Date	App. No. Reg. No.	Status
AWARA		Canada	20, 24, 35	9/16/2019	1985251	Pending
AWARA		China	20	9/19/2019	41134807	Registered
AWARA		China	20	8/7/2020	41134807	Registered
AWARA		China	35	9/19/2019	41134805	Registered
AWARA		EUTM	20, 24, 35	8/7/2020	41134805	Registered
AWARA		EUTM	20, 24, 35	9/17/2019	018125113	Registered
AWARA		EUTM	20, 24, 35	2/26/2020	018125113	Registered
AWARA		United Kingdom	20, 24, 35	9/17/2019	UK00918125113	Registered
AWARA		United Kingdom	20, 24, 35	2/26/2020	UK00918125113	Registered
AWARA		United Kingdom	20, 24, 35	9/17/2019	3429167	Registered
AWARA		United Kingdom	20, 24, 35	1/17/2020	3429167	Registered
AWARA		United States	20, 24, 35	3/21/2019	88350978	Pending
CLOVERLANE		United States	20, 24	6/9/2021	90765171	Pending
DREAMCLOUD		Canada	20, 24, 35	2/2/2022	2163555	Pending
DREAMCLOUD		China	20	7/30/2018	32556647A	Registered
DREAMCLOUD		China	20	8/21/2019	32556647A	Registered
DREAMCLOUD		China	35	7/30/2018	32556645	Registered
DREAMCLOUD		China	35	9/7/2019	32556645	Registered
DREAMCLOUD		France	20, 24, 35	9/25/2018	4485726	Registered
DREAMCLOUD		France	20, 24, 35	1/18/2019	184485726	Registered
DREAMCLOUD		Germany	20, 24, 35	9/26/2018	3020180234387	Registered
DREAMCLOUD		Germany	20, 24, 35	11/5/2018	302018023438	Registered
DREAMCLOUD		Italy	20, 24, 35	9/25/2018	302018000030516	Registered
DREAMCLOUD		Italy	20, 24, 35	5/6/2019	302018000030516	Registered

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Trademark	TM Image	Country	Class	Reg. Date	Reg. No.	Status
DREAMCLOUD		Japan	20, 24, 35	5/15/2018	2018062452	Registered
DREAMCLOUD		Spain	20, 24, 35	9/26/2018	3736581	Registered
DREAMCLOUD		United Kingdom	20, 24, 35	4/13/2018	3303782	Registered
DREAMCLOUD		United States	20, 24	7/2/2010	85076979	Registered
FOREVER WARRANTY		China	36	7/30/2018	32556650	Registered
FOREVER WARRANTY		United States	36	3/9/2018	87827602	Registered
FOREVER WARRANTY (and design)		United Kingdom	36	6/5/2018	3315474	Registered
NECTAR		Australia	20, 24	1/12/2022	2241839	Pending
NECTAR		Canada	20, 24, 35	1/12/2022	2159610	Pending
NECTAR		EUTM	20, 24, 35	3/27/2018	017880350	Registered
NECTAR		Japan	20, 24, 35	2/4/2021	017880350	Registered
NECTAR		Japan	20, 24, 35	5/15/2018	2018062453	Registered
NECTAR		Mexico	20	3/1/2019	6126148	Registered
NECTAR		Mexico	20	1/13/2022	2677660	Pending
NECTAR		Mexico	24	1/13/2022	2677662	Pending
NECTAR		United Kingdom	20, 24, 35	3/27/2018	3299758	Registered
NECTAR		United States	20, 35	6/29/2018	3299758	Registered
NECTAR		United States	20, 35	3/2/2018	87818822	Registered
NECTAR		United States	20, 35	7/23/2019	5810101	Registered

TRADEMARK

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Trademark	TM Image	Country	Class	Reg. Date	Reg. No.	Status
NECTAR		United States	20, 35	3/2/2018	87818824	Registered
				3/10/2020	6008483	
NECTAR BY RESIDENT		Australia	35	1/12/2022	2241838	Pending
NECTAR BY RESIDENT		Canada	20, 24, 35	1/12/2022	2159606	Pending
NECTAR BY RESIDENT		China	20	7/16/2021	57765966	Pending
NECTAR BY RESIDENT		China	24	7/16/2021	57761622	Pending
NECTAR BY RESIDENT		China	35	7/16/2021	57752376	Pending
NECTAR BY RESIDENT		Mexico	35	1/13/2022	2677659	Pending
RESIDENT		Canada	35	9/9/2019	1984117	Pending
RESIDENT		EUTM	35	9/13/2019	018124802	Registered
				3/6/2020	018124802	
RESIDENT		United Kingdom	35	9/11/2019	3427936	Registered
				11/29/2019	3427936	
RESIDENT		United Kingdom	35	9/13/2019	UK00918124802	Registered
				3/6/2020	UK00918124802	
RESIDENT		United States	35	3/14/2019	88339911	Pending
SIENA		Canada	20	12/8/2021	2152497	Pending
SIENA		United States	20	6/10/2021	90767155	Pending
SWEET DREAMS DELIVERED		United States	20, 24, 35	3/30/2018	87857412	Pending

TRADEMARK

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Trademark	Country	Reg. Date	Reg. No.	Status
WOVENLY	Canada	9/9/2019	1984193	Pending
WOVENLY	China	9/11/2019 7/7/2020	40970630 40970630	Registered
WOVENLY	China	9/11/2019 7/28/2020	40970629 40970629	Registered
WOVENLY	EUTM	9/11/2019 3/6/2020	018123173 018123173	Registered
WOVENLY	United Kingdom	9/11/2019 1/17/2020	3427812 3427812	Registered
WOVENLY	United Kingdom	9/11/2019 3/6/2020	UK00918123173 UK00918123173	Registered
WOVENLY	United States	3/11/2019	88335247	Pending