

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corsicana Acquisition LLC		09/16/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Torch Finance, LLC		
<b>Street Address:</b>	150 East 58th Street, 39th Floor		
<b>Internal Address:</b>	c/o Blue Torch Capital LP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10155		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5554505	AMERICAN BEDDING	
<b>Registration Number:</b>	4766743	SLEEPING.	
<b>Registration Number:</b>	5371128	YOUR DREAMS START HERE	
<b>Registration Number:</b>	4260323	CORNICANA BEDDING	
<b>Registration Number:</b>	5414675	RENUÉ	
<b>Registration Number:</b>	5470452	CORNICANA	
<b>Registration Number:</b>	5470451	CORNICANA MATTRESS COMPANY · SINCE 1971	
<b>Registration Number:</b>	5476293	CORNICANA MATTRESS COMPANY	
<b>Registration Number:</b>	5483586	AMERICAN BEDDING	
<b>Serial Number:</b>	74735953	WORLD SLEEP PRODUCTS	
<b>Registration Number:</b>	2615609	AIRSPRUNG	
<b>Registration Number:</b>	2770200	AMERICAN PEDIC	
<b>Registration Number:</b>	2845158	EUROPA	
<b>Registration Number:</b>	2924264	COMPLETE COMFORT	
<b>Serial Number:</b>	78486421	STERLING & THOMAS	
<b>Registration Number:</b>	6136993	NIGHTSBRIDGE	
<b>Registration Number:</b>	5830318	EARLY BIRD	
<b>Registration Number:</b>	6322941	AMERICAN BEDDING EST. 1939	

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Property Type	Number	Word Mark
Registration Number:	6449302	RENUE
Serial Number:	88383611	A
Registration Number:	6464101	
Registration Number:	6050930	
Registration Number:	5994390	SLEEPINC.
Registration Number:	5576474	ADVANCED 3C FOAM
Serial Number:	88790743	J BECKON
Registration Number:	5282303	SLEEPFRESH
Registration Number:	5266862	SYMBOL USA
Registration Number:	5037953	SYMBOL
Registration Number:	1195738	SYMBOL MATTRESS SYMBOL OF SLEEP
Registration Number:	0374725	DREAM KING
Registration Number:	6775423	LUUF

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** (212) 756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 25th Floor

**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Scott kareff (009777-0009)
<b>SIGNATURE:</b>	/EC FOR SK/
<b>DATE SIGNED:</b>	09/20/2022

**Total Attachments: 9**

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among CORSICANA ACQUISITION LLC, a Delaware limited liability company (the "Grantor") having an address of 1420 W Mockingbird Lane, Suite 800, Dallas, TX 75247 and BLUE TORCH FINANCE, LLC, a Delaware limited liability company ("Blue Torch") having an address of, c/o Blue Torch Capital LP, 150 East 58th Street, 39th Floor, New York, NY 10155, as Collateral Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Amended and Restated Financing Agreement, dated as of September 16, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among the Grantor, Corsicana Topco LLC, a Delaware limited liability company ("Parent"), Corsicana Holdco LLC, a Delaware limited liability company ("Holdings"), each subsidiary of the Grantor listed as a "Guarantor" on the signature pages thereto (together with the Parent, Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and (b) the Pledge and Security Agreement, dated as of September 16, 2022, by and between the Grantor and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Financing Agreement, the Guarantors have guaranteed Obligations and the Grantor has secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Financing Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other

source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks") provided that for any United States intent to use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent that, and during the period in which, the grant of a security interest in such intent-to-use application would impair the validity or enforceability of any registration that issues from that intent-to-use trademark application under applicable federal law shall not be considered Trademark Collateral,

- (b) all renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damage and, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect to any of the foregoing, and
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Recordation. The Grantor hereby authorizes the Commissioner for Trademarks and any other related government officials to record and register this Agreement in connection with the Trademark Collateral.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**CORSICANA ACQUISITION LLC**

By:   
Name: Sally Erickson  
Title: Chief Financial Officer

**BLUE TORCH FINANCE, LLC, as Collateral  
Agent**



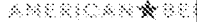
DocuSigned by:

By: *Kevin Genda*








Name: Kevin Genda




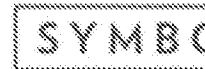
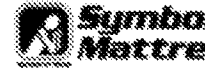
Title: Authorized Signor

SCHEDULE I  
TRADEMARKS

Mark	Reg. No.	Serial No.	Filing Date	Country	Status
AMERICAN BEDDING	5554505	87/764202	01/22/2018	United States	Active
Sleepinc.	4766743	85/878237	03/17/2013	United States	Active
YOUR DREAMS START HERE	5371128	87/184199	09/27/2016	United States	Active
CORSICANA BEDDING	4260323	85/481837	11/28/2011	United States	Active
RENUE	5414675	87/512040	06/30/2017	United States	Active
 Corsicana (logo)	5470452	87/186798	09/28/2016	United States	Active
 CORSICANA MATTRESS COMPANY SINCE 1971 (logo)	5470451	87/184206	09/27/2016	United States	Active
CORSICANA MATTRESS COMPANY	5476293	87/171951	09/15/2016	United States	Active
 American Bedding (logo)	5483586	87/250842	11/29/2016	United States	Active
WORLD SLEEP PRODUCTS	Cancelled	74/735953	09/29/1995	United States	Cancelled
AIRSPRUNG	2615609	75/360889	09/22/1997	United States	Active
AMERICAN PEDIC	2770200	76/436042	07/29/2002	United States	Active
EUROPA	2845158	75/858559	11/26/1999	United States	Active
COMPLETE COMFORT	2924264	78/241476	04/24/2003	United States	Active
STERLING & THOMAS	3413212	78/486421	09/20/2004	United States	Active



NIGHTSBRIDGE	6136993	88/182733	11/06/2018	United States	Active
EARLY BIRD	5830318	88/182736	11/06/2018	United States	Active
 American Bedding Est. 1939 (logo)	6322941	88/383600	04/12/2019	United States	Active
 Renue (logo)	6449302	88/383606	04/12/2019	United States	Active
 American Bedding "A" (logo)	Abandoned	88/383611	04/12/2019	United States	Abandoned
 Early Bird Mattresses (Bird Logo)	6464101	88/389623	04/17/2019	United States	Active
 Early Bird Mattresses (Bird Logo)	6050930	88/389631	04/17/2019	United States	Active
 SLEEPINC. (logo)	5994390	88/410908	05/01/2019	United States	Active
 CORSICANA MATTRESS COMPANY	TMA1100818	1829626	03/27/2017	Canada	Active

SINCE 1971 (logo)					
 CORSICANA BEDDING, INC. DELIVERING QUALITY AND VALUE (logo)	TMA89635 2	1597618	10/10/2012	Canada	Active
CORSICANA BEDDING (Canada)	TMA89635 3	1597390	10/09/2012	Canada	Active
 CORSICANA BEDDING INC. (logo)	11633382	11633382	10/22/2012	China	Active
 CORSICANA BEDDING (Korean logo)	401241675 0000	4020/60018127	03/11/2016	Korea	Active
CORSICANA BEDDING <sup>1</sup>	A0031960	A0031960	11/28/2011	United States	Active
CORSICANA BEDDING	1309082	1309082	Refused	WIPO (Korea)	Refused
CORSICANA BEDDING	1133623	1133623	09/24/2012	WIPO (China)	Active
ADVANCED 3C FOAM	5576474	87/253890	12/01/2016	United States	Active
J BECKON		88/790743	02/10/2020	United States	Pending ITU
SLEEPFRESH	5282303	87/052206	05/27/2016	United States	Active
SYMBOL USA	5266862	86/900834	02/08/2016	United States	Active
 SYMBOL (logo)	5037953	86/800531	10/27/2015	United States	Active
 Symbol Mattress	1195738	73311122	05/19/1981	United States	Active

SYMBOL MATTRESS SYMBOL OF SLEEP (logo)					
DREAM KING	0374725	71/422307	08/05/1939	United States	Active
LUUF	6775423	88/863925	04/08/2020	United States	Active