

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		11/25/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Classic Brands, LLC
Street Address:	8210 WELLMOOR COURT
City:	JESSUP
State/Country:	MARYLAND
Postal Code:	20794
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	87689983	BEDDING ELEMENTS
Serial Number:	88751251	COOL FIRM
Serial Number:	88347067	COOL GEL ICE
Serial Number:	88751282	COOL STANDARD
Serial Number:	86657210	COPPERSMART
Serial Number:	87914496	EARTH ELEMENTS
Serial Number:	87866309	JUBILEE
Serial Number:	87728644	LEIGH + IVY
Serial Number:	87695631	NAKED GOOSE
Serial Number:	87866317	SAVILE ROW
Serial Number:	87866322	TALI MATTRESS
Serial Number:	88185393	URBAN FARMHOUSE
Serial Number:	88115712	URBAN LOFT
Serial Number:	87159458	VIBE
Serial Number:	87313806	5-MINUTE FOUNDATION
Serial Number:	87172978	ADJUSTABLE COMFORT
Serial Number:	87358192	ADJUSTABLE COMFORT AFFORDAMATIC
Serial Number:	75403707	ADVANCED COMFORT

OP \$1290.00 87689983

Property Type	Number	Word Mark
Serial Number:	86113512	ADVANCED COMFORT
Serial Number:	86455114	CHALET MATTRESS
Serial Number:	73451914	CLASSIC
Serial Number:	87367184	CLASSIC FOAM MATTRESS
Serial Number:	87275475	COOL CLOUD
Serial Number:	78947612	COOL GEL
Serial Number:	78945209	COOL SLEEP
Serial Number:	87172964	COOL SLEEP JADE
Serial Number:	78945080	COOL TOP
Serial Number:	86025180	DEFENDABED
Serial Number:	86410510	DEFEND-A-BED
Serial Number:	77923119	DELANDIS
Serial Number:	86543265	EUROFRAME
Serial Number:	86332647	HERCULES
Serial Number:	85345339	INSTANT FOUNDATION
Serial Number:	86596085	MODERNSLEEP
Serial Number:	86455131	MY LOFT
Serial Number:	78367817	NATURAL EXPRESSIONS
Serial Number:	85542730	PEDIC ADVANTAGE
Serial Number:	85458931	POSTURE CLOUD
Serial Number:	86455106	POSTURE+
Serial Number:	86455085	POSTURELOFT
Serial Number:	86455123	POSTUREPLUS
Serial Number:	78140651	POSTURE-TEMP
Serial Number:	78947633	QUIETSLEEP
Serial Number:	86091985	REVO
Serial Number:	87485655	SILVERSMART
Serial Number:	85007503	SLEEP OPTIONS
Serial Number:	86260676	SLEEP TRENDS
Serial Number:	86091970	THE NEW SHAPE OF COMFORT
Serial Number:	86092008	THE SHAPE OF THINGS TO COME
Serial Number:	87485652	THERMIC
Serial Number:	85455931	VALUEPEDIC

CORRESPONDENCE DATA

Fax Number: 3104079090

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: 3104074010

Email: nmaoz@ktbslaw.com
Correspondent Name: KTBS Law LLP; N. Maoz
Address Line 1: 1801 Century Park East
Address Line 2: 26th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Nir Maoz

SIGNATURE: /Nir Maoz/

DATE SIGNED: 11/25/2022

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “**Release**”) is made as of November 25, 2022, by Cerberus Business Finance, LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (the “**Agent**”), for the benefit of Classic Brands, LLC, a Delaware limited liability company (the “**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreements referred to below.

W I T N E S S E T H:

WHEREAS, the Grantor and the Agent are parties to (a) that certain Trademark Security Agreement, dated as of October 2, 2017, recorded in the United States Patent and Trademark Office at Reel 7537 and Frame 0861 on December 21, 2021; and (b) that certain Trademark Security Agreement, dated as of December 30, 2021, recorded in the United States Patent and Trademark Office at Reel 7546 and Frame 0256 on December 30, 2021 (each, as amended, restated, supplemented or otherwise modified through the date hereof, a “**Trademark Security Agreement**” and collectively, the “**Trademark Security Agreements**”), pursuant to which the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in the Collateral, which includes all Trademarks, together with all goodwill associated therewith and symbolized thereby and the application and registrations thereof, and proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any rights to recover from past, present and future violations thereof, including those set forth on Schedule A under the heading “Trademark Registrations and Applications” (the “**Collateral**”); and

WHEREAS, the Grantor have requested that the Agent release, and the Agent is willing to release, its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby terminates the Trademark Security Agreements and terminates, releases, discharges and reassigns to the Grantor the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Trademark Security Agreements to the Collateral, together with the goodwill of the business symbolized thereby, and any right, title or interest of the Agent in such Collateral, if any, shall hereby terminate, cease and become void; provided, however, that any provisions contained in the Trademark Security Agreements that, by their respective terms, survive the termination of the Trademark Security Agreements shall not be terminated hereby.

2. The Agent hereby authorizes and requests the competent authorities, including the Commissioner for Trademarks in the United States Patent and Trademark Office and all corresponding officials throughout the world, to record and register this Release upon request by the Grantor.

3. The Agent shall take all reasonable further actions, and provide to the Grantor and its respective successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including without limitation, the execution and delivery of any and all reasonable documents or other instruments), reasonably requested by the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purpose of this Release.

4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed and delivered as of the date first written above.

Very truly yours,

CERBERUS BUSINESS FINANCE, LLC


By: 
Name: Joseph Naccarato
Title: Chief Operating Officer, Chief Credit Officer

EXHIBIT A
IP COLLATERAL

Trademarks and Trademark Applications

Mark	Registration Date	Registration Number	Serial Number
BEDDING ELEMENTS	7/9/2019	5802550	87689983
COOL FIRM	4/13/2021	6323500	88751251
COOL GEL ICE	2/9/2021	6267301	88347067
COOL STANDARD	4/13/2021	6323501	88751282
COPPERSMART	3/7/2017	5156831	86657210
EARTH ELEMENTS	2/18/2020	5991798	87914496
JUBILEE	4/23/2019	5735184	87866309
LEIGH + IVY	9/18/2018	5567258	87728644
NAKED GOOSE	4/18/2020	6130718	87695631
SAVILLE ROW	4/23/2019	5735185	87866317
TALIMATTRESS	4/23/2019	5735186	87866322
URBAN FARMHOUSE	11/9/2021	6555573	88185393
URBAN LOFT	7/28/2020	6114164	88115712
VIBE	5/29/2018	5481768	87159458
5-MINUTE FOUNDATION	1/25/2017	5461832	87313806
ADJUSTABLE COMFORT	9/15/2016	5318929	87172978
ADJUSTABLE COMFORT AFFORDAMATIC	3/3/2017	5670951	87358192
ADVANCED COMFORT	12/18/2001	2489738	75403707
ADVANCED COMFORT	1/27/2015	4677393	86113512
CHALET MATTRESS	1/17/2017	5124850	86455114
CLASSIC	9/18/1984	1296339	73451914
CLASSIC FOAM MATTRESS			87367184
COOL CLOUD	12/20/2016	5361225	87275475

Mark	Registration Date	Registration Number	Serial Number
COOL GEL	7/14/2009	3656017	78947612
COOL SLEEP	7/14/2009	3656013	789452209
COOL SLEEP JADE	9/15/2016	6102335	87172964
COOL TOP	7/14/2009	3656012	78945080
DECORO	10/19/2010	3864354	79070477
DEFENDABED	11/11/2014	4638109	86025180
DEFEND-A-BED	2/17/2015	4688863	86410510
DELANDIS (STYLIZED)	7/12/2011	3994667	77923119
EUROFRAME	1/10/2017	5120039	86543265
HERCULES	9/26/2017	5296709	86332647
INSTANT FOUNDATION	2/12/2013	4287547	85345339
MODERN SLEEP	11/8/2016	5076142	86596085
MY LOFT	11/14/2014	5423692	86455131
NATURAL EXPRESSIONS	3/20/2007	3220504	78367817
PEDIC ADVANTAGE	11/5/2013	4429394	85542730
POSTURE CLOUD	3/12/2013	4302292	85458931
POSTURE+	1/17/2017	5124849	86455106
POSTURELOFT	9/6/2016	5037125	86455085
POSTUREPLUS	1/17/2017	5124851	86455123
POSTURE-TEMP	10/18/2005	3007738	78140651
QUIETSLEEP	1/12/2010	3738297	78947633
REVO	7/25/2017	5251435	86091985
SILVERSMART	6/12/2017	6042929	87485655
SLEEP OPTIONS	8/23/2011	4014671	85007503
SLEEP TRENDS	3/24/2015	4706908	86260676
THE NEW SHAPE OF COMFORT	5/19/2015	4739924	86091970
THE SHAPE OF THINGS TO COMFORT	5/17/2016	4960631	86092008
THERMIC	6/12/2017	5905436	87485652
VALUEPEDIC	7/16/2013	4369310	85455931

TRADEMARK
REEL: 007914 FRAME: 0206

Mark	Registration Date	Registration Number	Serial Number
VIBE MATTRESS	9/2/2016	5481768	87159458

185373.2

TRADEMARK

REEL: 007914 FRAME: 0207

RECORDED: 11/25/2022