

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784935

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|--|---|------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UBS AG, STAMFORD BRANCH, as the resigning Administrative Agent | | 02/06/2023 | Corporation: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON SAVINGS FUND SOCIETY, FSB, as successor Administrative Agent | | |
| Street Address: | 500 Delaware Avenue | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6164764 | BEAUTYREST | |
| Registration Number: | 6283680 | BEAUTYSLEEP | |
| Registration Number: | 6164748 | CLIMATERIGHT SURFACE | |
| Registration Number: | 6531178 | SILKAIR | |
| Registration Number: | 6569831 | SIMM NS | |
| Registration Number: | 6273292 | SIMMONS | |
| Serial Number: | 97556590 | BEYOND | |
| Registration Number: | 6699395 | ENDUROTECH | |
| Registration Number: | 6373891 | BEAUTYREST HARMONY | |
| Registration Number: | 6229706 | BEAUTYREST HARMONY LUX | |
| Registration Number: | 6315824 | TN.COM | |
| Registration Number: | 6686438 | TUFT & NEEDLE ORIGINAL | |
| Registration Number: | 6757333 | MINT | |
| Registration Number: | 6693488 | T&N ORIGINAL | |
| Registration Number: | 6640060 | MOTION AIR | |
| Registration Number: | 6471925 | | |

CH \$415.00 6164764

CORRESPONDENCE DATA**Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Alison Freudman**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153

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|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | A.Freudman -40416.0004 |
|--------------------------------|------------------------|

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|---------------------------|-----------------|
| NAME OF SUBMITTER: | Alison Freudman |
|---------------------------|-----------------|

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|-------------------|-------------------|
| SIGNATURE: | /Alison Freudman/ |
|-------------------|-------------------|

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|---------------------|------------|
| DATE SIGNED: | 02/06/2023 |
|---------------------|------------|

Total Attachments: 9

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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF
SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

THIS NOTICE OF RESIGNATION AND ASSIGNMENT OF SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Assignment") is made and entered into as of February 6, 2023 by **UBS AG, STAMFORD BRANCH**, as the resigning Administrative Agent (in such capacity, "Assignor"), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, not in its individual capacity but solely as successor Administrative Agent, with an address of 500 Delaware Avenue, Wilmington, DE 19801, as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Super-Priority Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation ("SSB Manufacturing") and, together with SSB and National Bedding, the "Borrowers"), Dawn Intermediate, Inc., a Delaware corporation ("Holdings"), each of the subsidiaries party thereto (the "Subsidiary Guarantors" and together with the Borrowers and Holdings, the "Grantors") and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Super-Priority Term Loan Intellectual Property Security Agreement Supplement, dated as of December 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by SSB, Dreamwell, Ltd., a Nevada limited liability company ("Dreamwell"), and Tuft & Needle, LLC, a Delaware limited liability company ("T&N"), in favor of Assignor submitted or recorded, as applicable, with the United States Patent and Trademark Office (the "USPTO") as follows:

(a) submitted to the USPTO on December 23, 2022, but not yet recorded, with respect to the trademarks owned by Dreamwell, T&N and SSB listed on Schedule I hereto,

(b) recorded at USPTO on December 23, 2022 at Reel/Frame 062212/0165 with respect to patents owned by Dreamwell, and at Reel/Frame 062212/0310 with respect to patents owned by T&N,

(the "Super-Priority Term Loan Intellectual Property Security Agreement Supplement"), the Grantors granted to Assignor a security interest in and to the Additional IP Collateral (as defined in the Super-Priority Term Loan Intellectual Property Security Agreement Supplement), including (1) the trademark registrations and applications set forth on Schedule I, (2) the patents and patent applications set forth on Schedule II, and (3) the copyrights and copyright applications set forth on Schedule III (the "Assigned IP Collateral");

WHEREAS, pursuant to that certain Successor Agent Appointment and Agency Transfer Agreement ("Agent Assignment"), dated as of February 6, 2023, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Administrative Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as such under the Credit Agreement and other Loan Documents, and Assignor assigned and transferred to Assignee each of the Liens and security interests granted to the Assignor under the Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the

resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Administrative Agent, and the assignment by Assignor to Assignee of the Super-Priority Term Loan Intellectual Property Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agent Assignment.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Super-Priority Term Loan Intellectual Property Security Agreement Supplement, including, without limitation, its security interest in, and Lien on, the Assigned IP Collateral granted pursuant to the foregoing agreements, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien. The foregoing assignment is made without recourse to Assignor, and without representation or warranty of any kind.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

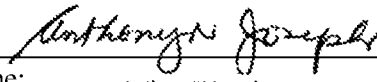
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

UBS AG, STAMFORD BRANCH,
as the resigning Administrative Agent


By: 
Name: Danielle Calo
Title: Associate Director

By: 
Name: Anthony N Joseph
Title: Associate Director

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the successor Administrative Agent

By: 
Name: John McNichol
Title: Assistant Vice President

ACCEPTED AND AGREED
as of the date above first written:

SERTA SIMMONS BEDDING, LLC,
as Grantor

By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

DREAMWELL, LTD.,
as Grantor


By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

TUFT & NEEDLE, LLC,
as Grantor

By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

SCHEDULE I
TRADEMARKS

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|---|--|--|------------|-----------------------|
| BEAUTYREST | 88207485 11/27/2018 | 6164764 9/29/2020 | Registered | Dreamwell, Ltd. |
| BEAUTYREST  | 88037479 7/13/2018 | 6283680 3/2/2021 | Registered | Dreamwell, Ltd. |
| BEAUTYSLEEP | 88207479 11/27/2018 | 6283680 3/2/2021 | Registered | Dreamwell, Ltd. |
| CLIMATERIGHT SURFACE | 88181474 11/5/2018 | 6164748 9/29/2020 | Registered | Dreamwell, Ltd. |
| SILKAIR | 88086971 8/21/2018 | 6531178 10/19/2021 | Registered | Dreamwell, Ltd. |
| SIMMNS  | 88530856 7/23/2019 | 6569831 11/23/2021 | Registered | Dreamwell, Ltd. |
| SIMMONS | 88207472 11/27/2018 | 6273292 2/16/2021 | Registered | Dreamwell, Ltd. |
| BEYOND  | 97556590 19-AUG-2022 | --- | Pending | Dreamwell, Ltd. |
| ENDUROTECH  | 90667935 23-APR-2021 | 6699395 12-APR-2022 | Registered | Dreamwell, Ltd. |
| BEAUTYREST HARMONY  | 88721936 10-DEC-2019 | 6373891 01-JUN-2021 | Registered | Dreamwell, Ltd. |
| BEAUTYREST HARMONY LUX  | 88721945 10-DEC-2019 | 6229706 22-DEC-2020 | Registered | Dreamwell, Ltd. |
| TN.COM | 87177368 9/20/2016 | 6315824 4/6/2021 | Registered | Tuft & Needle, LLC |

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|--|--|--|------------|----------------------------|
| TUFT & NEEDLE ORIGINAL TUFT & NEEDLE ORIGINAL | 90668012 23-APR-2021 | 6686438 29-MAR-2022 | Registered | Tuft & Needle, LLC |
| MINT MINT | 90668018 23-APR-2021 | 6757333 14-JUN-2022 | Registered | Tuft & Needle, LLC |
| T&N ORIGINAL T&N ORIGINAL | 90668025 23-APR-2021 | 6693488 05-APR-2022 | Registered | Tuft & Needle, LLC |
| MOTION AIR MOTION AIR | 88902889 06-MAY-2020 | 6640060 08-FEB-2022 | Registered | Serta Simmons Bedding, LLC |
| Design Only  | 88787725 06-FEB-2020 | 6471925 31-AUG-2021 | Registered | Serta Simmons Bedding, LLC |

SCHEDULE II

PATENTS

| Patent Title | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|---|--|--|---------|--|
| Mattress assemblies and components including phase change | 17/516115 11/1/2021 | --- | Pending | Dreamwell Ltd. Jointly owned with Georgia Tech Research Corporation |
| Compressible mattress | 17/340187 6/7/2021 | --- | Pending | Dreamwell Ltd. |
| Active comfort controlled bedding systems | 17/544079 12/7/2021 | --- | Pending | Dreamwell Ltd. |
| Mattress assemblies including at least one panel including phase change materials | 16/276382 2/14/2019 | --- | Pending | Dreamwell Ltd. |
| Foot protection for a mattress | 29/684457 3/21/2019 | D838464 6/30/2020 | Issued | Dreamwell Ltd. |
| Mattress with crowned panel | 17/670557 2/14/2022 | --- | Pending | Dreamwell Ltd. |
| Active comfort controlled bedding systems | 17/482748 9/23/2021 | --- | Pending | Dreamwell Ltd. |
| Mattress assemblies including antiviral protection | 17/217313 3/30/2021 | --- | Pending | Dreamwell Ltd. |
| Active comfort controlled bedding systems | 16/223824 12/18/2018 | --- | Pending | Dreamwell Ltd. |
| Mattress assemblies including at least one encapsulated panel including a heat absorbing material | 16/741888 1/14/2020 | --- | Pending | Dreamwell Ltd. |
| Mattress cover | 29/657664 7/24/2018 | D909794 2/9/2021 | Issued | Tuft & Needle, LLC |
| Bed | 29/712080 11/5/2019 | D955063 6/14/2022 | Issued | Tuft & Needle, LLC |
| Mattress cover | 29/745207 8/4/2020 | D950984 5/10/2022 | Issued | Tuft & Needle, LLC |
| Pet resting structure and methods of fabrication thereof | 17/099557 11/16/2020 | --- | Pending | Tuft & Needle, LLC |
| Mattress carrier | 17/226826 4/9/2021 | --- | Pending | Tuft & Needle, LLC |
| Bed frame | 29/671031 11/21/2018 | D903364 12/1/2020 | Issued | Tuft & Needle, LLC |

SCHEDULE III

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None.