

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900753076
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Classic Brands, LLC		11/25/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus CB IP LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	5802550	BEDDING ELEMENTS
Registration Number:	6323500	COOL FIRM
Registration Number:	6267301	COOL GEL ICE
Registration Number:	6323501	COOL STANDARD
Registration Number:	5156831	COPPERSMART
Registration Number:	5991798	EARTH ELEMENTS
Registration Number:	5735184	JUBILEE
Registration Number:	5567258	LEIGH + IVY
Registration Number:	6130718	NAKED GOOSE
Registration Number:	5735185	SAVILE ROW
Registration Number:	5735186	TALI MATTRESS
Registration Number:	6555573	URBAN FARMHOUSE
Registration Number:	6114164	URBAN LOFT
Registration Number:	5481768	VIBE
Registration Number:	5461832	5-MINUTE FOUNDATION
Registration Number:	5318929	ADJUSTABLE COMFORT
Registration Number:	5670951	ADJUSTABLE COMFORT AFFORDAMATIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2489738	ADVANCED COMFORT
Registration Number:	4677393	ADVANCED COMFORT
Registration Number:	1296339	CLASSIC
Registration Number:	5361225	COOL CLOUD
Registration Number:	3656017	COOL GEL
Registration Number:	3656013	COOL SLEEP
Registration Number:	6102335	COOL SLEEP JADE
Registration Number:	3656012	COOL TOP
Registration Number:	4638109	DEFENDABED
Registration Number:	4688863	DEFEND-A-BED
Registration Number:	3994667	DELANDIS
Registration Number:	5120039	EUROFRAME
Registration Number:	5296709	HERCULES
Registration Number:	4287547	INSTANT FOUNDATION
Registration Number:	5076142	MODERNSLEEP
Registration Number:	5423692	MY LOFT
Registration Number:	3220504	NATURAL EXPRESSIONS
Registration Number:	4429394	PEDIC ADVANTAGE
Registration Number:	4302292	POSTURE CLOUD
Registration Number:	5124849	POSTURE+
Registration Number:	5037125	POSTURELOFT
Registration Number:	5124851	POSTUREPLUS
Registration Number:	3007738	POSTURE-TEMP
Registration Number:	3738297	QUIETSLEEP
Registration Number:	5251435	REVO
Registration Number:	6042929	SILVERSMART
Registration Number:	4014671	SLEEP OPTIONS
Registration Number:	4706908	SLEEP TRENDS
Registration Number:	4739924	THE NEW SHAPE OF COMFORT
Registration Number:	4960631	THE SHAPE OF THINGS TO COME
Registration Number:	5905436	THERMIC
Registration Number:	4369310	VALUEPEDIC
Registration Number:	6798275	COOL ESSENTIAL
Registration Number:	6680018	RUFF N ROO

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: 03/08/2023

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of November 25, 2022, by and between Classic Brands, LLC, a Delaware limited liability company (the “**Assignor**”), and Cerberus CB IP LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “**Trademarks**”);

WHEREAS, this Agreement is made and entered into in connection with the transactions contemplated by that certain Acceptance of Collateral in Partial Satisfaction of Obligations and Waiver, dated as of November 25, 2022 (as amended, amended and restated, supplemented, or otherwise modified, the “**Foreclosure Agreement**”), by and among Cerberus Business Finance, LLC, a Delaware limited liability company, in its capacity as Collateral Agent (in such capacity, the “**Collateral Agent**”), Assignee, and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Foreclosure Agreement;

WHEREAS, pursuant to Section 3.1 of the Foreclosure Agreement, the Assignor has agreed to transfer, assign, convey and deliver to Assignee, as the Collateral Agent’s designee, and Assignee, as the Collateral Agent’s designee, has agreed to acquire and accept from the Assignor, all of such Assignor’s direct or indirect right, title and interest in, to and under the IP Collateral (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 4.3 of the Foreclosure Agreement; and

WHEREAS, this Agreement, as duly executed by the Assignee and the Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, assigns, conveys and delivers to Assignee, the Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, pursuant to Sections 9-620 and 9-622 of the UCC, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with the Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 6 of the Foreclosure Agreement, the Assignor will cooperate with the Assignee, as may be reasonably necessary or appropriate to assist and/or to enable the Assignee to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

The Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to the Assignee, and the Assignee's successors and/or assigns.

The Assignor hereby grants to the designated attorneys of the Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Foreclosure Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Foreclosure Agreement, the terms and conditions of the Foreclosure Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Foreclosure Agreement.

This Agreement is to be governed by and construed in accordance with the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

CLASSIC BRANDS, LLC

By: ^{DocuSigned by:} Derek Hamrlik
Name: Derek Hamrlik
Title: Interim CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 007999 FRAME: 0790

ASSIGNEE:

CERBERUS CB IP LLC

By:  _____

Name: Joseph Naccarato
Title: Senior Managing Director

SCHEDULE A

Trademark Registrations

Jurisdiction	Mark	Registration Date	Registration Number	Serial Number
United States	BEDDING ELEMENTS	7/9/2019	5802550	87689983
United States	COOL FIRM	4/13/2021	6323500	88751251
United States	COOL GEL ICE	2/9/2021	6267301	88347067
United States	COOL STANDARD	4/13/2021	6323501	88751282
United States	COPPERSMART	3/7/2017	5156831	86657210
United States	EARTH ELEMENTS	2/18/2020	5991798	87914496
United States	JUBILEE	4/23/2019	5735184	87866309
United States	LEIGH + IVY	9/18/2018	5567258	87728644
United States	NAKED GOOSE	4/18/2020	6130718	87695631
United States	SAVILE ROW	4/23/2019	5735185	87866317
United States	TALI MATTRESS	4/23/2019	5735186	87866322
United States	URBAN FARMHOUSE	11/9/2021	6555573	88185393
United States	URBAN LOFT	7/28/2020	6114164	88115712
United States	VIBE	5/29/2018	5481768	87159458
United States	5-MINUTE FOUNDATION	1/25/2017	5461832	87313806
United States	ADJUSTABLE COMFORT	9/15/2016	5318929	87172978
United States	ADJUSTABLE COMFORT AFFORDAMATIC	3/3/2017	5670951	87358192
United States	ADVANCED COMFORT	12/18/2001	2489738	75403707
United States	ADVANCED COMFORT	1/27/2015	4677393	86113512
United States	CLASSIC	9/18/1984	1296339	73451914
United States	COOL CLOUD	12/20/2016	5361225	87275475
United States	COOL GEL	7/14/2009	3656017	78947612
United States	COOL SLEEP	7/14/2009	3656013	78945209
United States	COOL SLEEP JADE	9/15/2016	6102335	87172964
United States	COOL TOP	7/14/2009	3656012	78945080
United States	DECORO	10/19/2010	3864354	79070477
United States	DEFENDABED	11/11/2014	4638109	86025180

United States	DEFEND-A-BED	2/17/2015	4688863	86410510
United States	DELANDIS (STYLIZED)	7/12/2011	3994667	77923119
United States	EUROFRAME	1/10/2017	5120039	86543265
United States	HERCULES	9/26/2017	5296709	86332647
United States	INSTANT FOUNDATION	2/12/2013	4287547	85345339
United States	MODERN SLEEP	11/8/2016	5076142	86596085
United States	MY LOFT	11/14/2014	5423692	86455131
United States	NATURAL EXPRESSIONS	3/20/2007	3220504	78367817
United States	PEDIC ADVANTAGE	11/5/2013	4429394	85542730
United States	POSTURE CLOUD	3/12/2013	4302292	85458931
United States	POSTURE+	1/17/2017	5124849	86455106
United States	POSTURELOFT	9/6/2016	5037125	86455085
United States	POSTUREPLUS	1/17/2017	5124851	86455123
United States	POSTURE-TEMP	10/18/2005	3007738	78140651
United States	QUIETSLEEP	1/12/2010	3738297	78947633
United States	REVO	7/25/2017	5251435	86091985
United States	SILVERSMART	6/12/2017	6042929	87485655
United States	SLEEP OPTIONS	8/23/2011	4014671	85007503
United States	SLEEP TRENDS	3/24/2015	4706908	86260676
United States	THE NEW SHAPE OF COMFORT	5/19/2015	4739924	86091970
United States	THE SHAPE OF THINGS TO COMFORT	5/17/2016	4960631	86092008
United States	THERMIC	6/12/2017	5905436	87485652
United States	VALUEPEDIC	7/16/2013	4369310	85455931
United States	COOL ESSENTIAL	7/19/2022	6798275	88751286
United States	RUFF N ROO	3/22/2022	6680018	88603690

Mark (Jurisdiction)	TmSerialNo	Filing Date	RegNo	Reg. Date
CLASSIC (UK)	UK00003521739	August 12, 2020	UK00003521739	August 12, 2020
CLASSIC BRANDS (UK)	UK00003521741	August 12, 2020	UK00003521741	August 12, 2020
DECORO (International)	1006657A	February 10, 2009	1006657A	February 10, 2009

URBAN LOFT (Canada)	1948526	February 27, 2019		
URBAN FARMHOUSE (Canada)	1961197	May 6, 2019		