

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FXI, INC.		05/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as Agent		
Street Address:	3333 Peachtree Road, 4th Floor East Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6919899	AIRVANA	
Registration Number:	6694339	CUSTOMWAVE	
Registration Number:	6349988	NÜE BY NOVAFORM	
Registration Number:	6993139	REFLEX	
Registration Number:	6474877	SURETEMP	
Registration Number:	6213115	LIFTTEX	
Registration Number:	6119016	SLEEP INNOVATIONS	
Serial Number:	97975498	ARIAFLO	
Serial Number:	97751584	HEXFLO	
Serial Number:	97017165	REGENERIST	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<i>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.</i>			
Phone:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		

OP \$265.00 6919899

NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/KOC/
DATE SIGNED:	05/01/2023
Total Attachments: 4 source=17. Trademark Security Agreement - 2023 (FXI)#page1.tif source=17. Trademark Security Agreement - 2023 (FXI)#page2.tif source=17. Trademark Security Agreement - 2023 (FXI)#page3.tif source=17. Trademark Security Agreement - 2023 (FXI)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 1st day of May, 2023, by **FXI, INC.**, a Delaware corporation having its principal place of business at 100 Matsonford Road, 5 Radnor Corporate Ctr, Ste. 300, Radnor, Pennsylvania 19087-4560 ("Company"), in favor of **TRUIST BANK**, a North Carolina banking corporation, in its capacities as administrative agent and collateral agent for the Lenders (as hereinafter defined), having an office at 3333 Peachtree Road, 4th Floor East Tower, Atlanta, Georgia 30326 (in such capacities, together with its successors and assigns, "Agent").

Recitals:

Agent and certain other financial institutions (collectively, the "Lenders") party from time to time to the Credit Agreement (as hereinafter defined) provide loans and other financial accommodations to Borrowers (as hereinafter defined) pursuant to that certain Revolving Credit Agreement dated as of February 24, 2020 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among (i) **FXI HOLDINGS, INC.**, a Delaware corporation ("Holdings"), Company (collectively with Holdings, the "Borrowers" and, each individually, a "Borrower"), (ii) **COMFORT PARENT, INC.**, a Delaware corporation ("Parent"), **FXI MEXICO, INC.**, a Delaware corporation ("Mexico"), **FXI LATIN AMERICA, INC.**, a Delaware corporation ("Latin America"), **INNOCOR FOAM TECHNOLOGIES – MOELLER, INC.**, an Ohio corporation ("Moeller"), and certain other Subsidiaries of Parent from time to time party thereto as Guarantors (collectively with Parent, Mexico, Latin America, and Moeller the "Guarantors" and, each, individually, a "Guarantor"), (iii) Lenders, (iv) Agent and (v) the other parties thereto. In addition, the Borrowers, the Guarantors and certain other affiliates of the Borrowers from time to time are party to a Security Agreement dated as of February 24, 2020 (the "Security Agreement") in favor of the Agent pursuant to which the Company is required to execute and deliver this Agreement.

Lenders are willing to continue making loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Credit Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Security Agreement.

2. To secure the prompt payment and performance of all of the Secured Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) the entire right, title and interest of Company in and to all trademarks, service marks, trade names, all registrations thereof and all applications filed in connection therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights corresponding thereto throughout the world, and (iv) the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing;

provided, that in no event shall the Trademark Collateral include any Excluded Property.

3. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interest granted to the Agent pursuant to the Security Agreement and Company hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. This Agreement shall continue in full force and effect until the Payment in Full of the Secured Obligations. In the event that any part of the Trademark Collateral is released in accordance with Section 9.11 of the Credit Agreement, Agent shall take all actions as are reasonably requested by Company to effect such release, subject to and in accordance with Section 9.11 of the Credit Agreement.

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

6. **To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

7. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Agent pursuant to this Agreement and the Loan Documents (as defined in the Credit Agreement) and the exercise of any right or remedy by the Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

8. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Company hereby waives notice of Agent's acceptance hereof. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company.

[Remainder of page intentionally left blank;
signature appears on the following page.]

IN WITNESS WHEREOF, the party hereto has executed this Agreement as of the date first written above.

COMPANY:

FXI, INC.

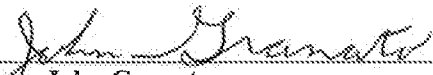
By: 
Name: **John Granato**
Title: Executive Vice President, Chief
Financial Officer and Treasurer

EXHIBIT A

Trademarks

Registered Trademarks

Trademark Name	App Number	Filing Date	Reg. Number	Reg. Date	Owner
AIRVANA	97975146	10/20/2021	6919899	12/06/2022	FXI, Inc.
CUSTOMWAVE	97118207	11/10/2021	6694339	04/05/2022	FXI, Inc.
NÜE BY NOVAFORM	88958616	06/10/2020	6349988	05/11/2021	FXI, Inc.
REFLEX	97083772	10/20/2021	6993139	02/28/2023	FXI, Inc.
SURETEMP	90221627	09/29/2020	6474877	09/07/2021	FXI, Inc.
LIFTTEX	88979171	01/09/2019	6213115	12/01/2020	FXI, Inc.
SLEEP INNOVATIONS	88797794	02/14/2020	6119016	08/04/2020	FXI, Inc.

Trademark Applications

Trademark Name	App Number	Filing Date	Owner
ARIAFLO	97975498	09/08/2021	FXI, Inc.
HEXFLO	97751584	01/12/2023	FXI, Inc.
REGENERIST	97017165	09/08/2021	FXI, Inc.