

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Textile Company, Incorporated		05/12/2023	Corporation: DELAWARE
American Textile Company, Incorporated		05/12/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 N. 18th Street, 21st Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3234087	ALLEREASE	
Registration Number:	3319027	ALLEREASE	
Registration Number:	2080165	ALLEREASE	
Registration Number:	4377380	ALLEREASE SELECT	
Registration Number:	3667551	ALLER-EASE THE ALLERGY EXPERTS	
Registration Number:	3275969	ALLERGY DEFENSE	
Registration Number:	3325230	ALLERGY DEFENSE	
Registration Number:	3999077	ALLERGY ESSENTIALS BY ALLEREASE	
Registration Number:	3066888	ALLERGY RELIEF	
Registration Number:	2929937	AMERICAN TEXTILE COMPANY	
Registration Number:	4512057	AMERICAN TEXTILE COMPANY	
Registration Number:	4512059	AMERICAN TEXTILE COMPANY EST 1925	
Registration Number:	5175633	AMERIFILL A DIVISION OF AMERICAN TEXTILE	
Serial Number:	97177289	BECOMFY	
Registration Number:	4384500	BEDDING ESSENTIALS	
Registration Number:	4380598	BEDDING ESSENTIALS	
Registration Number:	6515604	BEDDING ESSENTIALS	

CH \$1365.00 3234087

Property Type	Number	Word Mark
Registration Number:	4933497	COMFORTSHAPER
Registration Number:	4276547	COOL & CLEAN
Registration Number:	6487754	COOL&CLEAN
Registration Number:	5821213	COOL & CLEAN
Registration Number:	5013381	COZY COMFORT
Registration Number:	5992100	DURAFLEX BASE
Registration Number:	3603696	DREAM TOUCH
Registration Number:	3644629	ETERNALLOFT
Registration Number:	4590523	EVENTEMP
Registration Number:	4519378	EVEN TEMP
Registration Number:	4622388	EVERFLUFF
Registration Number:	5209697	EVERSOFT
Registration Number:	3812202	FRESH DEFENSE
Registration Number:	5602963	GELESSENCE
Registration Number:	4314556	HEALTHY NIGHTS
Registration Number:	4242314	HEALTHY NIGHTS
Registration Number:	5576469	HOLDTIGHT
Registration Number:	4318669	INDULGENCE AT HOME
Registration Number:	5297301	ISOBALANCE
Registration Number:	5438776	MYTEMP
Registration Number:	4511070	NATURES HARMONY
Registration Number:	5629193	PERFECTGRIP
Registration Number:	5533053	PROCOOL
Registration Number:	4654054	RAPID COOL FIBER FILL INSIDE
Registration Number:	5148788	RESTRIGHT
Registration Number:	2739563	SAY NO TO DUST MITES
Registration Number:	5209798	SILENTGARD
Registration Number:	4289535	SIMPLY SOFT
Registration Number:	6251723	SIMPLY SOFT
Registration Number:	3775563	SLEEP PROFILE
Registration Number:	3608493	SNEEZE RELIEF
Registration Number:	3247961	SNEEZE RELIEF
Registration Number:	3801189	SOUND SCIENCE SOUND SLEEP
Registration Number:	5017255	THERMALSENSE
Registration Number:	4432862	TIMELESS ELEMENTS
Registration Number:	5205865	TOTAL BEDDING SOLUTIONS
Registration Number:	4893396	WARMZONE

CORRESPONDENCE DATA**Fax Number:** 2027393001*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:** 2027395866**Email:** felicia.gordon@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 058438.14.0939**NAME OF SUBMITTER:** Felicia D. Gordon**SIGNATURE:** /Felicia D. Gordon/**DATE SIGNED:** 05/18/2023**Total Attachments: 15**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of May, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Borrowers (as defined in the Credit Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party that certain Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of interpretation specified in the Credit Agreement (including Sections 1.2, 1.3, 1.4, 1.5 and 1.6 thereof) shall be applicable to this Trademark Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any Intellectual Property License, including the right to receive any damages,

(ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademark, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement..


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

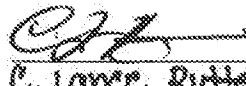
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN TEXTILE COMPANY, INCORPORATED,
a Delaware corporation

By: 
Name: C. Lance Rittenberg
Title: President & CEO

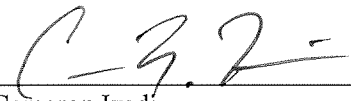
AMERICAN TEXTILE COMPANY, INCORPORATED,
a Pennsylvania corporation

By: 
Name: C. Lance Rittenberg
Title: President & CEO

[Signature page to Trademark Security Agreement]

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Cameron Izadi
Its Authorized Signatory



[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008076 FRAME: 0408

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks


Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	ALLEREASE	3,234,087	04/24/2007
American Textile Company, Incorporated (PA)	United States	ALLEREASE	3,319,027	10/23/2007
American Textile Company, Incorporated (PA)	United States	ALLER-EASE	2,080,165	07/15/1997
American Textile Company, Incorporated (PA)	United States	AllerEase Select	4,377,380	07/30/2013
American Textile Company, Incorporated (PA)	United States	ALLEREASE THE ALLERGY EXPERTS	3,667,551	08/11/2009
American Textile Company, Incorporated (PA)	United States	ALLERGY DEFENSE	3,275,969	08/07/2007
American Textile Company, Incorporated (PA)	United States	ALLERGY DEFENSE	3,325,230	10/30/2007

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	ALLERGY ESSENTIALS BY ALLEREASE	3,999,077	07/19/2011
American Textile Company, Incorporated (PA)	United States	ALLERGY RELIEF	3,066,888	03/07/2006
American Textile Company, Incorporated (PA)	United States	AMERICAN TEXTILE COMPANY	2,929,937	03/08/2005
American Textile Company, Incorporated (PA)	United States	AMERICAN TEXTILE COMPANY	4,512,057	04/08/2014
American Textile Company, Incorporated (PA)	United States		4,512,059	04/08/2014
American Textile Company, Incorporated (PA)	United States		5,175,633	04/04/2017
American Textile Company, Incorporated (PA)	United States	BECOMFY	97/177,289	12/17/2021
American Textile Company, Incorporated (PA)	United States	<u>BEDDING ESSENTIALS</u>	4,384,500	08/13/2013

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	<u>BEDDING ESSENTIALS</u>	4,380,598	08/06/2013
American Textile Company, Incorporated (PA)	United States	BEDDING ESSENTIALS	6,515,604	10/12/2021
American Textile Company, Incorporated (PA)	United States	ComfortShaper	4,933,497	04/05/2016
American Textile Company, Incorporated (PA)	United States	COOL & CLEAN	4,276,547	01/15/2013
American Textile Company, Incorporated (PA)	United States	COOL&CLEAN	6,487,754	09/14/2021
American Textile Company, Incorporated (PA)	United States	COOL & CLEAN	5,821,213	07/30/2019
American Textile Company, Incorporated (PA)	United States	Cozy Comfort	5,013,381	08/02/2016


Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States		5,992,100	02/18/2020
American Textile Company, Incorporated (PA)	United States	DREAM TOUCH	3,603,696	04/07/2009
American Textile Company, Incorporated (PA)	United States	ETERNALLOFT	3,644,629	06/23/2009
American Textile Company, Incorporated (PA)	United States	EvenTemp	4,590,523	08/19/2014
American Textile Company, Incorporated (PA)	United States	EVEN TEMP	4,519,378	04/22/2014
American Textile Company, Incorporated (PA)	United States		4,622,388	10/14/2014


Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	EverSoft	5,209,697	05/23/2017
American Textile Company, Incorporated (PA)	United States	FRESH DEFENSE	3,812,202	06/29/2010
American Textile Company, Incorporated (PA)	United States	GeEssence	5,602,963	11/06/2018
American Textile Company, Incorporated (PA)	United States		4,314,556	04/02/2013
American Textile Company, Incorporated (PA)	United States		4,242,314	11/13/2012
American Textile Company, Incorporated (PA)	United States	HoldTight	5,576,469	10/02/2018

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	INDULGENCE AT HOME	4,318,669	04/09/2013
American Textile Company, Incorporated (PA)	United States	IsoBalance	5,297,301	09/26/2017
American Textile Company, Incorporated (PA)	United States	MyTemp	5,438,776	04/03/2018
American Textile Company, Incorporated (PA)	United States	<i>Natures  Harmony</i>	4,511,070	04/08/2014
American Textile Company, Incorporated (PA)	United States	PerfectGrip	5,629,193	12/11/2018
American Textile Company, Incorporated (PA)	United States	PROCOOL	5,533,053	08/07/2018

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States		4,654,054	12/09/2014
American Textile Company, Incorporated (PA)	United States		5,148,788	02/28/2017
American Textile Company, Incorporated (PA)	United States		2,739,563	07/22/2003
American Textile Company, Incorporated (PA)	United States	<p data-bbox="721 1230 1013 1289">SilentGard</p>	5,209,798	05/23/2017
American Textile Company, Incorporated (PA)	United States	<p data-bbox="704 1472 1029 1520">SIMPLY SOFT</p>	4,289,535	02/12/2013

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	SIMPLY SOFT	6,251,723	01/19/2021
American Textile Company, Incorporated (PA)	United States	SLEEP PROFILE	3,775,563	04/13/2010
American Textile Company, Incorporated (PA)	United States	SNEEZE RELIEF	3,608,493	04/21/2009
American Textile Company, Incorporated (PA)	United States	SNEEZE RELIEF	3,247,961	05/29/2007
American Textile Company, Incorporated (PA)	United States	SOUND SCIENCE SOUND SLEEP	3,801,189	06/08/2010
American Textile Company, Incorporated (PA)	United States	ThermalSense	5,017,255	08/09/2016

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	United States	TIMELESS ELEMENTS	4,432,862	11/12/2013
American Textile Company, Incorporated (PA)	United States	TOTAL BEDDING SOLUTIONS	5,205,865	05/16/2017
American Textile Company, Incorporated (PA)	United States	WarmZone	4,893,396	01/26/2016
American Textile Company, Incorporated (PA)	Canada	ALLER-CHECK	TMA805447	08/29/2011
American Textile Company, Incorporated (PA)	Canada	ALLER-EASE	TMA641477	06/07/2005
American Textile Company, Incorporated (PA)	Canada		TMA802501	20.07.2011

Grantor	Country	Trademark	Application/ Registration No.	Date Applied for or Registered
American Textile Company, Incorporated (PA)	Canada		TMA806486	09/12/2011
American Textile Company, Incorporated (PA)	Canada	BEDDING ESSENTIALS	TMA1001803	30.07.2018

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