

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEGASUS HOME FASHIONS, INC., as Grantor		08/25/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Webster Business Credit, a division of Western Bank, N.A		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	97627614	COOL RESPONSE	
Serial Number:	97439997	COOLFORM	
Serial Number:	97155318	LUXIA GEL	
Serial Number:	88037121	COPPER AIR	
Serial Number:	88594392	4EARTH	
Serial Number:	88978716	4EARTH	
Serial Number:	87237160	ESSENCE OF BAMBOO	
Serial Number:	87237165	ESSENCE OF BAMBOO	
Serial Number:	87192199	PARA PURE	
Serial Number:	87465836	ESSENCE OF COPPER	
Serial Number:	87465833	ESSENCE OF COPPER	
Serial Number:	88350908	CE	
Registration Number:	6011465		
Serial Number:	88679416	TRUALT	
Serial Number:	88546553	CBD DREAMS	
Serial Number:	87935343	COOLRX	
Serial Number:	88980063	EARTH + HOME	
Serial Number:	88980091	BEYOND COOL	
Serial Number:	88980568	ECOSPHERE	

OP \$1390.00 97627614

Property Type	Number	Word Mark
Serial Number:	86159429	ISO-PEDIC
Serial Number:	86159420	ISO-PEDIC
Serial Number:	88981635	PROTECT TWENTY-FOUR/SEVEN
Serial Number:	86159410	EZ DREAMS
Serial Number:	86740348	EZ DREAMS
Serial Number:	90788506	PEGASUS
Serial Number:	90788494	AMERICA'S PILLOW
Serial Number:	90174135	AQUA BLU
Serial Number:	90295442	PRIMALUXE
Serial Number:	90013966	PURE HARMONY
Serial Number:	90763628	CREATED FOR YOU, MADE FOR THE EARTH
Serial Number:	90013944	ARCTIC DREAM
Serial Number:	90013950	ARCTIC PURE
Serial Number:	88922535	BLUE DIAMOND
Serial Number:	90013953	CHARCOAL LUX
Serial Number:	88921294	CHILLTECH
Serial Number:	88948286	CONFORA-FOAM
Serial Number:	90210526	COOLFORMANCE
Serial Number:	87935332	COOLRX
Serial Number:	90013957	COPPER LUX
Serial Number:	90386479	COREFORMANCE
Serial Number:	90013959	COTTON COMFORT
Serial Number:	90310580	DIAMOND LUXE MEMORY FOAM CLUSTERS
Serial Number:	88628231	ECOSPHERE
Serial Number:	90013961	ESSENCE OF SLEEP
Serial Number:	88922537	FLAT NO MORE
Serial Number:	90013967	LUXIUM
Serial Number:	90276058	NATURAL ESSENCE
Serial Number:	88573866	PLANET PILLOW
Serial Number:	90295443	PREMIUM LOFT
Serial Number:	88874359	PROTECT TWENTY-FOUR/SEVEN
Serial Number:	90013943	QUILTED COMFORT
Serial Number:	90042547	SAVING THE EARTH WHILE YOU SLEEP
Serial Number:	88781760	ESSENCE OF CHARCOAL
Registration Number:	6011464	
Registration Number:	6160284	SAVING THE PLANET WHILE YOU SLEEP

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Results-UCCTeam6@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125 #94969325TF

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jennifer Owens
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SIGNATURE:	/Jennifer Owens/
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DATE SIGNED:	09/11/2023
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Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PEGASUS HOME FASHIONS, INC., as Grantor

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: New Jersey
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 25, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Business Credit, a division of Webster Bank, N.A.

Internal Address: _____

Street Address: 360 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Owens

Internal Address: c/o Thompson Coburn LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Fax Number: _____

Email Address: jowens@thompsoncoburn.com

6. Total number of applications and registrations involved:

55

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



 Signature

 Name of Person Signing

September 8, 2023

Date

Total number of pages including cover sheet, attachments, and document: 10

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 25, 2023 is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of WEBSTER BUSINESS CREDIT, A DIVISION OF WEBSTER BANK, N.A. (“WBC”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Senior Secured, Super-Priority Debtor-in-Possession Revolving Loan Agreement, dated as of August 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”), by and among PEGASUS HOME FASHIONS PURCHASER INC., a Delaware corporation, as a debtor and a debtor-in-possession (the “Borrower”), PEGASUS HOME FASHIONS INTERMEDIATE INC., a Delaware corporation, as a debtor and a debtor-in-possession (“Holdings”), the other Guarantors referred to therein, each, as a debtor and a debtor-in-possession, the Lenders referred to therein, and WBC as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and WBC as the Collateral Agent, the Lenders have agreed to make Revolving Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, the Grantor confirmed and ratified that certain Guaranty and Security Agreement dated as of August 5, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Revolving Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION

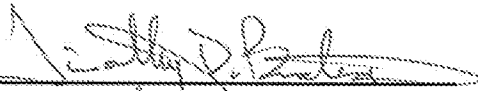
WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

PEGASUS HOME FASHIONS, INC., as Grantor

By: 
Name: Timothy D. Postes
Title: CEO


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008193 FRAME: 0680

Schedule 1

Trademarks

<u>Jurisdiction</u>	<u>Title / Mark</u>	<u>Serial No.;</u> <u>Registration</u> <u>No.</u>	<u>Filing Date</u>	<u>Reg. / Issue</u> <u>Date</u>
United States	COOL RESPONSE	97627614	10/11/2022	n/a
United States	COOLFORM	97439997	6/2/2022	n/a
United States	LUXIA GEL	97155318; 6965764	12/3/2021	1/24/2023
United States	COPPER AIR	88037121; 6913286	7/13/2018	11/29/2022
United States	4EARTH	88594392; 6502937	8/27/2019	9/28/2021
United States	4EARTH	88978716; 6166034	8/27/2019	9/29/2020
United States	ESSENCE OF BAMBOO	87237160 5293166	11/15/2016	9/19/2017
United States	ESSENCE OF BAMBOO	87237165 5293167	11/15/2016	9/19/2017
United States	PARA PURE	87192199 5333006	10/04/2016	11/14/2017
United States	ESSENCE OF COPPER	87465836 5667149	5/26/2017	1/29/2019
United States	ESSENCE OF COPPER	87465833 5667148	5/26/2017	1/29/2019
United States		88350908 5872865	3/21/2019	10/01/2019
United States		88350913 6011465	3/21/2019	3/17/2020

United States		88350913 6011464	3/21/2019	3/17/2020
United States	SAVING THE PLANET WHILE YOU SLEEP	88978586 6160284	10/21/2019	9/22/2020
United States	TRUALT	88679416 6207194	11/4/2019	11/24/2020
United States	CBD DREAMS	88546553 6229158	7/29/2019	12/22/2020
United States	COOLRX	87935343 6273169	5/24/2018	2/16/2021
United States	EARTH + HOME	88980063 6291121	11/18/2019	3/9/2021
United States	BEYOND COOL	88980091 6291125	12/20/2019	3/9/2021
United States	ECOSPHERE	88980568 6302852	9/24/2019	3/23/2021
United States	ISO-PEDIC	86159429 4721233	1/7/2014	4/14/2015
United States	ISO-PEDIC	86159420 4721232	1/7/2014	4/14/2015
United States	PROTECT TWENTY-FOUR/SEVEN	88981635 6405018	4/16/2020	6/29/2021
United States	EZ DREAMS	86159410; 4822888	1/7/2014	9/29/2015
United States	EZ DREAMS	86740348 4881739	8/28/2015	1/5/2016
United States	PEGASUS	90788506 6767687	6/22/2021	6/21/2022
United States	AMERICA'S PILLOW	90788494 6927668	6/22/2021	12/20/2022
United States	AQUA BLU AQUA BLU	90174135 6725797	9/11/2020	5/24/2022

United States	PRIMALUXE PRIMALUXE	90295442 6834731	11/3/2020	8/30/2022
United States	PURE HARMONY PURE HARMONY	90013966	6/22/2020	n/a
United States	CREATED FOR YOU, MADE FOR THE EARTH	90763628 6766466	6/12/2021	6/21/2022
United States	ARCTIC DREAM ARCTIC DREAM	90013944	6/22/2020	n/a
United States	ARCTIC PURE ARCTIC PURE	90013950 6654543	6/22/2020	2/22/2022
United States	BLUE DIAMOND BLUE DIAMOND	88922535 6654422	5/19/2020	2/22/2020
United States	CHARCOAL LUX CHARCOAL LUX	90013953 6457324	6/22/2020	8/17/2021
United States	CHILLTECH CHILLTECH	88921294 6442404	5/18/2020	8/3/2021
United States	CONFORA-FOAM CONFORA-FOAM	88948286 6457098	6/4/2020	8/17/2021
United States	COOLFORMANCE COOLFORMANCE	90210526 6541166	9/25/2020	10/26/2021
United States	COOLRX CoolRx	87935332 6646634	5/24/2018	2/15/2022
United States	COPPER LUX COPPER LUX	90013957 6457325	6/22/2020	8/17/2021
United States	COREFORMANCE	90386479	12/16/2020	n/a

	COREFORMANCE			
United States	COTTON COMFORT COTTON COMFORT	90013959 6457326	6/22/2020	8/17/2021
United States	DIAMOND LUXE MEMORY FOAM CLUSTERS DIAMOND LUXE MEMORY FOAM CLUSTERS	90310580 6687873	11/10/2020	3/29/2022
United States	ECOSPHERE ECOSPHERE	88628231 6494010	9/24/2019	9/21/2021
United States	ESSENCE OF SLEEP ESSENCE OF SLEEP	90013961 6472356	6/22/2020	8/31/2021
United States	FLAT NO MORE FLAT NO MORE	88922537 6457002	5/19/2020	8/17/2021
United States	LUXIUM LUXIUM	90013967 6472357	6/22/2020	8/31/2021
United States	NATURAL ESSENCE NATURAL ESSENCE	90276058 6541214	10/24/2020	10/26/2021
United States	PLANET PILLOW PLANET PILLOW	88573866 6428957	8/9/2019	7/20/2021
United States	PREMIUM LOFT PREMIUM LOFT	90295443 6708295	11/3/2020	4/19/2022
United States	PROTECT TWENTYFOUR/SEVEN PROTECT TWENTY-FOUR/SEVEN	88874359	4/16/2020	n/a
United States	QUILTED COMFORT QUILTED COMFORT	90013943 6531801	6/22/2020	10/19/2021
United States	SAVING THE EARTH WHILE YOU SLEEP	90042547 6472487	7/8/2020	8/31/2021

	SAVING THE EARTH WHILE YOU SLEEP			
United States	ESSENCE OF CHARCOAL ESSENCE OF CHARCOAL	88781760	2/1/2020	n/a