

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitestone Home Furnishings, LLC		08/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC, as Agent		
Street Address:	360 S. Rosemary Avenue, Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7004827	SLEEP ENLIGHTENED	
Registration Number:	7076140	SMARTER LUXURY SLEEP	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6913.105		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	10/19/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 20, 2021, by WHITESTONE HOME FURNISHINGS, LLC (successor-by-conversion to Saatva, Inc.), a Delaware limited liability company ("Grantor"), in favor of CCP AGENCY, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

WITNESSETH:

WHEREAS, Grantor, as Borrower, Parent, the Lenders and the Agent have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to Grantor from time to time pursuant to the terms and conditions of the Credit Agreement and pursuant to which Grantor is required to secure all of the Obligations by granting to the Agent, for the benefit of the Secured Persons, liens and security interests on substantially all of each Grantor's assets pursuant to the Collateral Agreement (defined below);

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent, amongst others, have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor grants and pledges to the Agent, for the benefit of the Secured Persons, a security interest in certain Collateral, including the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Persons, this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor hereby agrees with Agent as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations, Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all of the following of any Grantor: (a) all trademarks, rights and interests in trademarks, trade names, trade styles, service marks, logos, other source identifiers, and all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including, without limitation, the registered or applied-for Trademarks set forth on

Schedule A hereto (b) all extensions and renewals of any of the foregoing, (c) all goodwill associated with the foregoing, (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (e) the right to sue for past, present and future infringements of any of the foregoing, and (f) all rights corresponding to any of the foregoing throughout the world, and

(b) to the extent not otherwise included, all Proceeds and products thereof.

Notwithstanding anything herein to the contrary, in no event shall the security interests granted hereunder attach to (and the Trademark Collateral shall not include) any Excluded Property (including any application to register any Trademark on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent the creation of a security interest therein or the grant of a mortgage or security interest thereon would void or invalidate (or impair the enforceability or validity of) such Trademark application or the resulting registration)..

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted and pledged hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** Neither this Agreement nor any provision hereof may be waived, amended or modified except to the extent set forth in the Credit Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement solely by amending or supplementing Schedule A hereto (a) to include reference to any right, title or interest in any Trademark Collateral currently owned by Grantor but not included on Schedule A hereto or any Trademark Collateral acquired by Grantor after the date hereof or (b) to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts and may be executed by facsimile, email delivery or electronic signature, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument. Signatures by facsimile, email delivery or electronic signature or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT

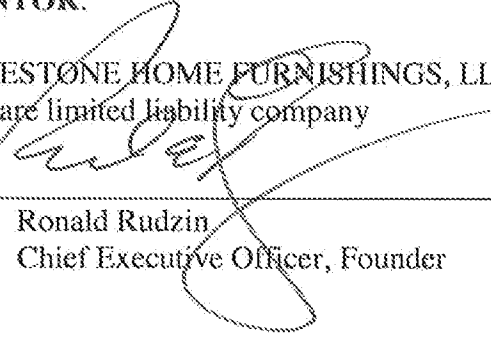
REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

[Signature Pages Follow]

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

GRANTOR:

WHITESTONE HOME FURNISHINGS, LLC, a
Delaware limited liability company




By:  _____

Name: Ronald Rudzin

Title: Chief Executive Officer, Founder

SCHEDULE A

Trademarks

MARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	OWNER INFORMATION
SLEEP ENLIGHTENED	88805207	6183802	10/27/20	Whitestone Home Furnishings LLC
SOLAIRE	88578090	6027370	4/7/20	Whitestone Home Furnishings LLC
	87278105	5746003	5/7/19	Whitestone Home Furnishings, LLC
LOFTON	87350601	5488409	6/5/18	Whitestone Home Furnishings, LLC
	87277786	5424566	3/13/18	Whitestone Home Furnishings, LLC
	87277770	5424565	3/13/18	Whitestone Home Furnishings, LLC
loom&leaf	86155899	4705003	3/17/15	Whitestone Home Furnishings, LLC
LOOM & LEAF	86155895	4705002	3/17/15	Whitestone Home Furnishings, LLC
saatva	86155913	4694350	3/3/15	Whitestone Home Furnishings, LLC
ZENHAVEN	86882407	5143164	2/14/17	Whitestone Home Furnishings, LLC
ZENHAVEN	86882377	5143163	2/14/17	Whitestone Home Furnishings, LLC
FAIRNESS REPLACEMENT OPTION	86264104	4909413	3/1/16	Whitestone Home Furnishings, LLC
SAATVA	85046164	3903783	1/11/11	Whitestone Home Furnishings, LLC
LINEAL	87276407	5955936	1/7/20	Saatva, Inc. ¹
L&L	87276467	5581433	10/9/18	Saatva, Inc.

¹ NTD: The LINEAL and L&L marks are owned by Whitestone Home Furnishings, LLC, and conversion filings are under review by the USPTO.

**SCHEDULE A
(continued)**

Trademarks

MARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	OWNER INFORMATION
SLEEP ENLIGHTENED	97259224	7004827	3/21/23	Whitestone Home Furnishings LLC
SMARTER LUXURY SLEEP	90733161	7076140	6/06/23	Whitestone Home Furnishings LLC