

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		10/10/2023	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	Tempur World, LLC		
Street Address:	1000 Tempur Way		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	1237826	MATTRESS WAREHOUSE	
Registration Number:	1949000	MATTRESS WAREHOUSE	
Registration Number:	2776269	SLEEP OUTFITTERS	
Registration Number:	2943372	IMS	
Registration Number:	2943371	INNOVATIVE MATTRESS SOLUTIONS	
Registration Number:	3652314	OUTFITTING YOU FOR A HEALTHY LIFE	
Registration Number:	3834657	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPI	
Registration Number:	4425208	UDREAM	
Registration Number:	4485321	UDREAM	
Registration Number:	4901960	SLEEP LIKE A CHAMPION	
Registration Number:	5001559	IMS INNOVATIVE MATTRESSS SOLUTIONS	
Registration Number:	5001556	SLEEP OUTFITTERS	
Registration Number:	5001557	SLEEP OUTFITTERS	
Registration Number:	5087701	OUTFITTERS COLLECTION	
Registration Number:	5200005	MAKE IT GREAT WHEN YOU ELEVATE	
Registration Number:	5444767	OUTFITTERS TO GO	
Registration Number:	2924366	SLEEP SOLUTIONS	
Registration Number:	3979269	NEWPORT BREEZE	
Registration Number:	4042857	BREEZE	

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Property Type	Number	Word Mark
Registration Number:	4367927	
Registration Number:	4379149	
Registration Number:	5287955	RHAPSODY
Registration Number:	5366222	CONTOUR RHAPSODY
Registration Number:	5708907	
Registration Number:	5709300	QUIETMODE
Registration Number:	6002942	SLEEP SOLUTIONS
Registration Number:	6267753	S SLEEP OUTFITTERS
Registration Number:	6268474	S SLEEP OUTFITTERS
Registration Number:	6268475	S SLEEP OUTFITTERS
Registration Number:	6267752	S SLEEP OUTFITTERS
Registration Number:	6268177	SUMMER OF SLEEP
Registration Number:	6495176	STAYTIGHT
Registration Number:	5312301	PURE COOL
Serial Number:	88057434	PERFECTSEAT
Serial Number:	88929836	CLEAN SHOP PROMISE
Serial Number:	97236516	DEEP, UNDISTURBED SLEEP
Serial Number:	97597776	SUPREME
Serial Number:	97597756	PRIMA
Serial Number:	88167587	A MATTRESS LIKE NO OTHER
Serial Number:	88318036	ACTIVEAIR TECHNOLOGY
Serial Number:	88318031	ACTIVEBREEZE
Serial Number:	88345939	LUXEADAPT
Serial Number:	88345986	PROBREEZE [®]
Serial Number:	88346007	LUXEBREEZE [®]
Serial Number:	88395517	INTELLICOOL
Serial Number:	88475922	PURECOOL+

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2155982 TM G

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/24/2023
Total Attachments: 7 source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page2.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page3.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page4.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page5.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page6.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page7.tif source=G - Tempur Sealy - Release of Security Interest in Trademarks (Tempur World LLC)#page8.tif	

Release of Security Interest in Trademark Rights

October 10, 2023

WHEREAS, by a certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) effective as of April 26, 2018, by Tempur World, LLC (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “**Administrative Agent**”), pursuant to that certain Credit Agreement, dated as of April 6, 2016 (as amended, restated, supplemented or modified from time to time, including as amended and restated as of October 16, 2019, the “**Credit Agreement**”) among Tempur Sealy International, Inc., a Delaware corporation (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the lenders from time to time party thereto (the “**Lenders**”) and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent on behalf of the Lenders, which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on April 27, 2018 on reel 6323 frame 0481, with supplements recorded on January 18, 2019 on reel 6530 frame 0387, April 25, 2019 on reel 6629 frame 0101, July 16, 2019 on reel 6694 frame 0876, October 17, 2019 on reel 6773 frame 0933, February 3, 2021 on reel 7179 frame 0388, March 1, 2022 on reel 7646 frame 0110, and March 10, 2023 on reel 8017 frame 0515, the Grantor pledged and granted to the Administrative Agent for the benefit of the holders of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, each Trademark registration and application therefor, referred to in Schedule A hereto, all of the goodwill of the business connected with the use of or symbolized by, each Trademark and all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof) (collectively, the “**Trademark Collateral**”), to the Administrative Agent for the benefit of the Administrative Agent and the holders of the Obligations to secure payment, performance and observance of the Obligations.

WHEREAS, the Administrative Agent has agreed at the request of the Grantor to release its security interest in and lien on the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Release of Security Interest in Trademark Collateral.

(a) In accordance with the instructions of the Parent Borrower received pursuant to Section 10.14 of the Credit Agreement, the Administrative Agent hereby terminates the Agreement and hereby terminates, cancels, re-pledges and releases any and all security interests it has against the Trademark Collateral and any property related thereto.

(b) The Administrative Agent acknowledge that it has not acquired any right, title or interest in, to or under any of the Trademark Collateral or any property related thereto.

(c) The Administrative Agent shall take all further actions, and provide the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release of Security Interest in Trademark Rights, in each case at the Grantor's sole expense.

(d) The Administrative Agent acknowledges and affirms that upon execution hereof, it shall have no rights and remedies with respect to the Trademark Collateral or any other property related thereto.

SECTION 2. *Recordation of Release.* The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademark Rights; it being understood that such recordation shall be at the Grantor's sole expense.

SECTION 3. *Counterparts.* This Release of Security Interest in Trademark Rights may be executed in any number of 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.

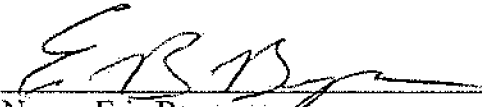
SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Rights shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. *Miscellaneous.* Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement dated as of April 6, 2016 (as amended, restated, supplemented or otherwise modified or replaced from time to time, including as amended as of October 16, 2019) that the Administrative Agent and Grantor are party to.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Release of Security Interest in Trademark Rights effective on the date hereof.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Eric Bergeson
Title: Authorized Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK REGISTRATIONS

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
1.	1,237,826	10-May-1983	MATTRESS WAREHOUSE & Design
2.	1,949,000	16-Jan-1996	MATTRESS WAREHOUSE & Design
3.	2,776,269	21-Oct-2003	SLEEP OUTFITTERS
4.	2,943,372	26-Apr-2005	IMS
5.	2,943,371	26-Apr-2005	INNOVATIVE MATTRESS SOLUTIONS
6.	3,652,314	7-Jul-2009	OUTFITTING YOU FOR A HEALTHY LIFE
7.	3,834,657	17-Aug-2010	SLEEP LIKE A CHAMPION PLAY LIKE A CHAMPION
8.	4,425,208	29-Oct-2013	UDREAM
9.	4,485,321	18-Feb-2014	UDREAM (stylized and Design)
10.	4,901,960	16-Feb-2016	SLEEP LIKE A CHAMPION
11.	5,001,559	19-Jul-2016	IMS and Design (Innovative Mattress Solutions underneath)
12.	5,001,556	19-Jul-2016	SLEEP OUTFITTERS & Design (Moon and Stars in Oval)
13.	5,001,557	19-Jul-2016	SLEEP OUTFITTERS & Design (Moon and Stars)
14.	5,087,701	22-Nov-2016	OUTFITTERS COLLECTION
15.	5,200,005	9-May-2017	MAKE IT GREAT WHEN YOU ELEVATE

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
16.	5,444,767	10-Apr-2018	OUTFITTERS TO GO
17.	4,425,208*	10/29/2013	UDREAM
18.	2,924,366	1-Feb-2005	SLEEP SOLUTIONS
19.	3,979,269	14-Jun-2011	NEWPORT BREEZE
20.	4,042,857	18-Oct-2011	BREEZE
21.	4,367,927	16-Jul-2013	DOT CIRCLE DESIGN (B&W)
22.	4,379,149	6-Aug-2013	DOT CIRCLE DESIGN (Greyscale)
23.	5,287,955	12-Sep-2017	RHAPSODY
24.	5,366,222	26-Dec-2017	CONTOUR RHAPSODY
25.	5,708,907	26-Mar-2019	2018 OSLO Trade Dress
26.	5,709,300	26-Mar-2019	QUIETMODE
27.	6,002,942	03-Mar-2020	SLEEP SOLUTIONS
28.	6,267,753	09-Feb-2021	S SLEEP OUTFITTERS (Stylized and Design)
29.	6,268,474	09-Feb-2021	S SLEEP OUTFITTERS (Stylized and Design)
30.	6,268,475	23-Oct-2019	S SLEEP OUTFITTERS (Stylized and Design - B&W)
31.	6,267,752	23-Oct-2019	S SLEEP OUTFITTERS (Stylized and Design - B&W)
32.	6,268,177	09-Feb-2021	SUMMER OF SLEEP
33.	6,495,176	21-Sep-2021	STAYTIGHT
34.	5,312,301	17-Oct-2017	PURE COOL

TRADEMARK APPLICATIONS

<u>No.</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
1.	88/057,434	19-Mar-2019	PERFECTSEAT
2.	88/929,836	22-May-2020	CLEAN SHOP PROMISE & Shield Design in Color
3.	97,236,516	25-Jan-2022	DEEP, UNDISTURBED SLEEP
4.	97/597,776	19-Sep-2022	SUPREME
5.	97/597,756	19-Sep-2022	PRIMA
6.	88/167,587	24-Oct-2018	A MATTRESS LIKE NO OTHER
7.	88/318,036	27-Feb-2019	ACTIVEAIR TECHNOLOGY
8.	88/318,031	27-Feb-2019	ACTIVEBREEZE
9.	88/345,939	19-Mar-2019	LUXEADAPT
10.	88/345,986	19-Mar-2019	PROBREEZE (and Degree symbol)
11.	88/346,007	19-Mar-2019	LUXEBREEZE (and Degree symbol)

<u>No.</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
12.	88/395,517	22-Apr-2019	INTELLICOOOL
13.	88/475,922	17-Jun-2019	PURECOOL+

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TRADEMARK

REEL: 008236 FRAME: 0566

RECORDED: 10/24/2023