

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848176

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:	Sherwood Southeast, LLC		
Street Address:	3440 Hollywood Blvd, Suite 465		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33021		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6672958	SHERWOOD ESSENTIALS	
Registration Number:	1646865	SHERWOOD	
Registration Number:	4147345	LUXURIA	
Registration Number:	5575511	LUMINA	
Registration Number:	5610267	EVOSLEEP	
Serial Number:	88946054	ENCORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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 F		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		

OP \$165.00 6672958

DATE SIGNED:	10/24/2023
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Total Attachments: 4

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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 March 10, 2020, by Sherwood Southeast, 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 March 11, 2020 on reel 6888 frame 0208, with supplements recorded on February 2, 2021 on reel 7179 frame 0376 and on March 10, 2023 on reel 8022 frame 0505, 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 acknowledges 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.

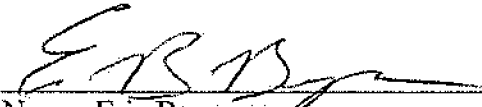
SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Rights shall be governed by and construed in accordance with the laws of the State of New York.

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.	6,672,958	15-Mar-2022	SHERWOOD ESSENTIALS
2.	1,646,865	4-Jun-1991	SHERWOOD
3.	4,147,345	22-May-2012	LUXURIA
4.	5,575,511	02-Oct-2018	LUMINA
5.	5,610,267	20-Nov-2018	EVOSLEEP

TRADEMARK APPLICATIONS

<u>No.</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Trademark</u>
1.	88/946,054	03-Jun-2020	ENCORE