

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sherwood Southeast, LLC		10/10/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6338417	ENCORE	
<b>Registration Number:</b>	5610267	EVOSLEEP	
<b>Registration Number:</b>	5575511	LUMINA	
<b>Registration Number:</b>	4147345	LUXURIA	
<b>Registration Number:</b>	1646865	SHERWOOD	
<b>Registration Number:</b>	6672958	SHERWOOD ESSENTIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2155982 TM IPSA C		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		

OP \$165.00 6338417

<b>DATE SIGNED:</b>	10/26/2023
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2023 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by Sherwood Southeast, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement (as hereinafter defined) or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantor owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and the Administrative Agent are parties to the Credit Agreement dated as of October 10, 2023 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of October 10, 2023 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of the Grantor in, to and under all of the Grantor’s Trademarks referred to on Schedule 1 hereto, including 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 (all of the foregoing items or types of property being herein collectively referred to as the “**Trademark Collateral**”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

SHERWOOD SOUTHEAST, LLC

By: \_\_\_\_\_

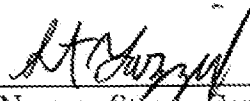
Name: James M. Schockett

Title: Vice President, Treasurer and  
Secretary

*[Signature Page to Trademark Security Agreement]*

Acknowledged:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Steven Gazzillo  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008239 FRAME: 0822**

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
ENCORE	88/946,054	03-Jun-2020	6,338,417	04-May-2021
EVO SLEEP	87/182,064	27-Feb-2018	5,610,267	20-Nov-2018
LUMINA	87/812,050	27-Feb-2018	5,575,511	02-Oct-2018
LUXURIA	85/142,033	30-Sep-2010	4,147,345	22-May-2012
SHERWOOD	74/011,459	18-Dec-1989	1,646,865	04-Jun-1991
SHERWOOD ESSENTIALS	88/946,150	03-Jun-2020	6,672,958	15-Mar-2022