

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sealy Technology LLC		10/10/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	3442349	BABY DYNASTY	
Registration Number:	688300	BABY POSTUREPEDIC	
Registration Number:	688757		
Registration Number:	6464669	CLEAN COMFORT	
Registration Number:	5945060	COPPERICE	
Registration Number:	6018100	CROWN JEWEL	
Registration Number:	1845626	CUSHION FIRM	
Registration Number:	5299023	EASE	
Registration Number:	7159252	ESSENTIALS	
Registration Number:	5841117	EST 1846	
Registration Number:	4844707		
Serial Number:	97157312	FLEXGRID	
Registration Number:	4437459	FOREVERFLEX	
Registration Number:	3958060	GOLDEN ELEGANCE	
Serial Number:	97157333	HEXGEL	
Registration Number:	3703461	INTELLICOIL	
Registration Number:	4227133	LUX ESTATE	
Registration Number:	6862749	MIXTO	
Registration Number:	5091159	MOUNTAIN TOP FOAM	

OP \$1540.00 3442349

Property Type	Number	Word Mark
Registration Number:	3692575	NATURAL REST
Registration Number:	7001855	NATURALS
Registration Number:	4306290	OPTICOOL
Registration Number:	5461628	OPTICORE
Registration Number:	2605648	PALATIAL CREST
Serial Number:	98081581	PERPETUA
Registration Number:	619058	POSTUREPEDIC
Serial Number:	97051926	PRECISIONEDGE
Registration Number:	5238168	PROUD SUPPORTER OF YOU
Registration Number:	2656649	REFLEXION
Registration Number:	2308391	RESILIUM
Registration Number:	3245300	S&F FOUNDED 1846
Registration Number:	1329627	S&F FOUNDED 1846
Registration Number:	2953348	SEALY
Registration Number:	1733089	SEALY
Registration Number:	2271114	SEALY
Registration Number:	4481852	SEALY
Registration Number:	6638706	SEALY
Registration Number:	6638711	SEALY
Registration Number:	677335	SEALY
Registration Number:	1189347	SEALY
Registration Number:	6961021	SEALY
Registration Number:	6827796	SEALY BABY
Registration Number:	3038341	SEALY BABY PRESTIGE SLEEP
Registration Number:	3059463	SEALY BABY ULTRA CLASSIC
Registration Number:	4186856	SEALY BABY ULTRA REST
Registration Number:	3042570	SEALY CLASSIC SLEEP
Registration Number:	6627798	SEALY ESSENTIALS
Registration Number:	6643495	SEALY ESSENTIALS
Registration Number:	6936508	SEALY POSTUREPEDIC
Registration Number:	4688812	SEALY POSTUREPEDIC HYBRID
Registration Number:	3149345	STEARNS & FOSTER
Registration Number:	981071	STEARNS & FOSTER
Registration Number:	3763245	STEARNS & FOSTER ESTATE
Registration Number:	4434098	SOLIDEDGE
Registration Number:	1817452	COMFORT SERIES
Registration Number:	2739033	FLAWLESS FOAM ENCASEMENT
Registration Number:	4339416	G. S. STEARNS

Property Type	Number	Word Mark
Registration Number:	4385070	OPTIMUM SEALY POSTUREPEDIC
Registration Number:	4301316	STEARNS & FOSTER
Registration Number:	4467675	ACTIVEFLEX
Registration Number:	5364427	MARVELUX

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 IPSA B
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/26/2023

Total Attachments: 8

- source=B - Tempur - Trademark SA (Sealy Tech)#page2.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page3.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page4.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page5.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page6.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page7.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page8.tif
- source=B - Tempur - Trademark SA (Sealy Tech)#page9.tif

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 Sealy Technology 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.

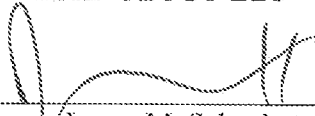
SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security 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.

SEALY TECHNOLOGY LLC

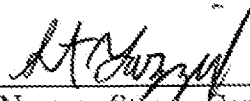
By:


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: 0843

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
BABY DYNASTY	78/648,181	10-Jun-2005	3,442,349	03-Jun-2008
BABY POSTUREPEDIC	72/023,520	30-Jan-1957	688,300	17-Nov-1959
BUTTERFLY LOGO	72/058,458	05-Sep-1958	688,757	24-Nov-1959
CLEAN COMFORT	88/904,847	07-May-2020	6,464,669	24-Aug-2021
COPPERICE	87/927,308	18-May-2018	5,945,060	24-Dec-2019
CROWN JEWEL	88/591,744	25-Aug-2019	6,018,100	24-Mar-2020
CUSHION FIRM	74/420,265	30-Jul-1993	1,845,626	19-Jul-1994
EASE	86/845,285	10-Dec-2015	5,299,023	03-Oct-2017
ESSENTIALS & Design	97/446,531	07-Jun-2022	7,159,252	05-Sep-2023
FLEUR DE LIS & 1846 Design	88/132,313	26-Sep-2018	5,841,117	20-Aug-2019
FLEUR-DE-LIS DESIGN	86/560,255	11-Mar-2015	4,844,707	03-Nov-2015
FLEXGRID	97/157,312	06-Dec-2021		
FOREVERFLEX	85/738,586	26-Sep-2012	4,437,459	19-Nov-2013
GOLDEN ELEGANCE	77/252,112	10-Aug-2007	3,958,060	10-May-2011
HEXGEL	97/157,333	06-Dec-2021		
INTELLICOLL	77/655,316	23-Jan-2009	3,703,461	27-Oct-2009
LUX ESTATE	85/382,621	27-Jul-2011	4,227,133	16-Oct-2012
MIXTO	90/854,959	29-Jul-2021	6,862,749	04-Oct-2022

Trademark	Application No.	Application Date	Registration No.	Registration Date
MOUNTAIN TOP FOAM	87/026,302	05-May-2016	5,091,159	29-Nov-2016
NATURAL REST	77/731,482	07-May-2009	3,692,575	06-Oct-2009
NATURALS & Design	90/978,374	20-Aug-2021	7001855	14-Mar-2023
OPTICOOOL	85/488,472	06-Dec-2011	4,306,290	19-Mar-2013
OPTICORE	86/858,293	28-Dec-2015	5,461,628	08-May-2018
PALATIAL CREST	76/147,790	16-Oct-2000	2,605,648	06-Aug-2002
PERPETUA	98/081,581	12-Jul-2023		
POSTUREPEDIC	71/663,524	29-Mar-1954	619,058	10-Jan-1956
PRECISION EDGE	97/051,926	29-Sep-2021		
PROUD SUPPORTER OF YOU	87/072,040	15-Jun-2016	5,238,168	04-Jul-2017
REFLEXION	78/080,791	23-Aug-2001	2,656,649	03-Dec-2002
RESILIUM	75/420,270	20-Jan-1998	2,308,391	18-Jan-2000
S&F FOUNDED 1846 & DESIGN	78/124,389	26-Apr-2002	3,245,300	22-May-2007
S&F LOGO	73/493,680	06-Aug-1984	1,329,627	09-Apr-1985
SEALY	78/231,356	28-Mar-2003	2,953,348	17-May-2005
SEALY	74/251,613	02-Mar-1992	1,733,089	17-Nov-1992
SEALY	75/369,716	07-Oct-1997	2,271,114	17-Aug-1999
SEALY	85/656,724	20-Jun-2012	4,481,852	11-Feb-2014
SEALY	90/586,826	18-Mar-2021	6,638,706	08-Feb-2022
SEALY & DESIGN	90/586,957	18-Mar-2021	6,638,711	08-Feb-2022
SEALY & LOGO	72/058,459	05-Sep-1958	677,335	21-Apr-1959
SEALY & LOGO	73/287,734	28-Nov-1980	1,189,347	09-Feb-1982
SEALY & LOGO	97/133,698	19-Nov-2021	6,961,021	24-Jan-2023
SEALY BABY	97/319,068	18-Mar-2022	6,827,796	23-Aug-2022

Trademark	Application No.	Application Date	Registration No.	Registration Date
SEALY BABY PRESTIGE SLEEP	78/321,676	31-Oct-2003	3,038,341	03-Jan-2006
SEALY BABY ULTRA CLASSIC	78/321,674	31-Oct-2003	3,059,463	14-Feb-2006
SEALY BABY ULTRA REST	85/519,824	19-Jan-2012	4,186,856	07-Aug-2012
SEALY CLASSIC SLEEP	78/326,563	12-Nov-2003	3,042,570	10-Jan-2006
SEALY ESSENTIALS	90/565,209	08-Mar-2021	6,627,798	25-Jan-2022
SEALY ESSENTIALS (Stylized and Design)	90/565,488	08-Mar-2021	6643495	15-Feb-2022
SEALY POSTUREPEDIC	97/168,755	13-Dec-2021	6,936,508	27-Dec-2022
SEALY POSTUREPEDIC HYBRID	86/374,398	22-Aug-2014	4,688,812	17-Feb-2015
STEARNS & FOSTER	78/124,388	26-Apr-2002	3,149,345	26-Sep-2006
STEARNS & FOSTER	72/430,395	20-Jul-1972	981,071	26-Mar-1974
STEARNS & FOSTER ESTATE	77/842,039	06-Oct-2009	3,763,245	23-Mar-2010
SOLIDEDGE	85/767,179	30-Oct-2012	4,434,098	12-Nov-2013
COMFORT SERIES	74/227,933	06-Dec-1991	1,817,452	18-Jan-1994
FLAWLESS FOAM ENCASEMENT	78/081,199	27-Aug-2001	2,739,033	15-Jul-2003
G. S. STEARNS	85/419,139	09-Sep-2011	4,339,416	21-May-2013
OPTIMUM SEALY POSTUREPEDIC	85/599,534	17-Apr-2012	4,385,070	13-Aug-2013
STEARNS & FOSTER	85/684,347	23-Jul-2012	4,301,316	12-Mar-2013

Trademark	Application No.	Application Date	Registration No.	Registration Date
ACTIVEFLEX	85/796,031	06-Dec-2012	4,467,675	14-Jan-2014
MARVELUX	87/462,241	24-May-2017	5,364,427	26-Dec-2017

TRADEMARK

REEL: 008239 FRAME: 0847

RECORDED: 10/26/2023