

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempur World, LLC		10/10/2023	Limited Liability Company: DELAWARE
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: 56			
Property Type	Number	Word Mark	
Registration Number:	5708907		
Registration Number:	5973837	A MATTRESS LIKE NO OTHER	
Registration Number:	6009358	ACTIVEAIR TECHNOLOGY	
Registration Number:	6190536	ACTIVEBREEZE	
Registration Number:	6005022	ADAPT	
Registration Number:	4042857	BREEZE	
Registration Number:	5691669	BREEZE°	
Registration Number:	5635480	BREEZE	
Registration Number:	6351913	CLEAN SHOP PROMISE	
Registration Number:	5366222	CONTOUR RHAPSODY	
Serial Number:	98072996	CONTOUR TECHNOLOGY	
Registration Number:	6951600	DEEP, UNDISTURBED SLEEP	
Registration Number:	4379149		
Registration Number:	2943372	IMS	
Registration Number:	2943371	INNOVATIVE MATTRESS SOLUTIONS	
Registration Number:	5895043	LUXEADAPT	
Registration Number:	5971002	LUXEBREEZE°	
Registration Number:	5121702		
Registration Number:	5107350		

OP \$1415.00 5708907

Property Type	Number	Word Mark
Registration Number:	5225664	Y
Registration Number:	5116791	
Registration Number:	5116792	
Registration Number:	5116797	
Registration Number:	5116793	
Registration Number:	5087701	OUTFITTERS COLLECTION
Registration Number:	5444767	OUTFITTERS TO GO
Registration Number:	3652314	OUTFITTING YOU FOR A HEALTHY LIFE
Registration Number:	6093490	PERFECTSEAT
Serial Number:	97597756	PRIMA
Registration Number:	5755320	PROADAPT
Registration Number:	5988098	PROBREEZE [®]
Registration Number:	7076325	PROSMART
Registration Number:	5312301	PURE COOL
Registration Number:	6000501	PURECOOL+
Registration Number:	5709300	QUIETMODE
Registration Number:	5287955	RHAPSODY
Registration Number:	6267752	S SLEEP OUTFITTERS
Registration Number:	6268475	S SLEEP OUTFITTERS
Registration Number:	6267753	S SLEEP OUTFITTERS
Registration Number:	6268474	S SLEEP OUTFITTERS
Registration Number:	2776269	SLEEP OUTFITTERS
Registration Number:	5001556	SLEEP OUTFITTERS
Registration Number:	5001557	SLEEP OUTFITTERS
Registration Number:	6002942	SLEEP SOLUTIONS
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	6975344	SLEEP SOLUTIONS
Registration Number:	6080212	SLEEP SOLUTIONS OUTLET
Registration Number:	6080210	SLEEP SOLUTIONS OUTLET
Registration Number:	4882183	SMARTCLIMATE
Registration Number:	6495176	STAYTIGHT
Registration Number:	6268177	SUMMER OF SLEEP
Serial Number:	97597776	SUPREME
Registration Number:	7169834	WIND DOWN
Registration Number:	4367927	
Registration Number:	5292581	THIS SLEEP IS POWER
Registration Number:	5200005	MAKE IT GREAT WHEN YOU ELEVATE

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@coagencyglobal.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 E
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NAME OF SUBMITTER:	Sonya Jackman
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	10/26/2023
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Total Attachments: 8

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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 Tempur World, 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.

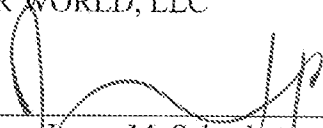
SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security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

TEMPUR WORLD, LLC

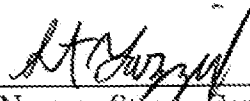
By:


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: 0854

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
2018 OSLO Trade Dress	88/044,328	19-Jul-2018	5,708,907	26-Mar-2019
A MATTRESS LIKE NO OTHER	88/167,587	24-Oct-2018	5,973,837	28-Jan-2020
ACTIVEAIR TECHNOLOGY	88/318,036	27-Feb-2019	6,009,358	10-Mar-2020
ACTIVEBREEZE	88/318,031	27-Feb-2019	6,190,536	03-Nov-2020
ADAPT	88/057,370	30-Jul-2018	6,005,022	10-Mar-2020
BREEZE	85/004,622	01-Apr-2010	4,042,857	18-Oct-2011
breeze & degree sign	88/057,365	30-Jul-2018	5,691,669	05-Mar-2019
BREEZE & Design	87/258,374	06-Dec-2016	5,635,480	25-Dec-2018
CLEAN SHOP PROMISE & Shield Design in Color	88/929,836	22-May-2020	6,351,913	18-May-2021
CONTOUR RHAPSODY	87/271,192	16-Dec-2016	5,366,222	26-Dec-2017
CONTOUR TECHNOLOGY	98/072,996	06-Jul-2023		
DEEP, UNDISTURBED SLEEP	97/236,516	25-Jan-2022	6,951,600	10-Jan-2023
DOT CIRCLE DESIGN (Black and White)	85/784,946	21-Nov-2012	4,379,149	06-Aug-2013

Trademark	Application No.	Application Date	Registration No.	Registration Date
IMS	76/531,524	18-Jul-2003	2,943,372	26-Apr-2005
IMS	76/531,523	18-Jul-2003	2,943,371	26-Apr-2005
LUXEADAPT	88/345,939	19-Mar-2019	5,895,043	29-Oct-2019
LUXEBREEZE (and Degree symbol)	88/346,007	19-Mar-2019	5,971,002	28-Jan-2020
OSLO CLOUD DESIGN	86/382,964	02-Sep-2014	5,121,702	17-Jan-2017
OSLO CONTOUR DESIGN	86/382,968	02-Sep-2014	5,107,350	27-Dec-2016
OSLO HONEYCOMB DESIGN	86/382,966	02-Sep-2014	5,225,664	20-Jul-2017
OSLO TRADE DRESS ZIPPER B&W	86/366,338	14-Aug-2014	5,116,791	10-Jan-2017
OSLO TRADE DRESS ZIPPER Blue	86/366,346	14-Aug-2014	5,116,792	10-Jan-2017
OSLO TRADE DRESS ZIPPER Green	86/373,427	21-Aug-2014	5,116,797	10-Jan-2017
OSLO TRADE DRESS ZIPPER Orange	86/366,354	14-Aug-2014	5,116,793	10-Jan-2017
OUTFITTERS COLLECTION	86/698,371	20-Jul-2015	5,087,701	22-Nov-2016
OUTFITTERS TO GO	87/392,427	30-Mar-2017	5,444,767	10-Apr-2018
OUTFITTING YOU FOR A HEALTHY LIFE	77/461,070	29-Apr-2008	3,652,314	07-Jul-2009
PERFECTSEAT	88/057,434	30-Jul-2018	6,093,490	07-Jul-2020
PRIMA	97/597,756	20-Sep-2022		
PROADAPT	88/057,387	30-Jul-2018	5,755,320	21-May-2019

Trademark	Application No.	Application Date	Registration No.	Registration Date
PROBREEZE (and Degree symbol)	88/345,986	19-Mar-2019	5,988,098	18-Feb-2020
PROSMART	90/878,912	12-Aug-2021	7,076,325	06-Jun-2023
PURE COOL	86/922,618	29-Feb-2016	5,312,301	17-Oct-2017
PURECOOL+	88/475,922	17-Jun-2019	6,000,501	03-Mar-2020
QUIETMODE	88/057,427	30-Jul-2018	5,709,300	26-Mar-2019
RHAPSODY	87/271,172	16-Dec-2016	5,287,955	12-Sep-2017
S SLEEP OUTFITTERS (Stylized and Design - B&W)	88/665,317	23-Oct-2019	6,267,752	09-Feb-2021
S SLEEP OUTFITTERS (Stylized and Design - B&W)	88/979,095	23-Oct-2019	6,268,475	09-Feb-2021
S SLEEP OUTFITTERS (Stylized and Design)	88/665,395	23-Oct-2019	6,267,753	09-Feb-2021
S SLEEP OUTFITTERS (Stylized and Design)	88/979,094	23-Oct-2019	6,268,474	09-Feb-2021
SLEEP OUTFITTERS	76/241,663	17-Apr-2001	2,776,269	21-Oct-2003
SLEEP OUTFITTERS & Design (Moon and Stars in Oval)	86/700,061	21-Jul-2015	5,001,556	19-Jul-2016
SLEEP OUTFITTERS & Design (Moon and Stars)	86/700,126	21-Jul-2015	5,001,557	19-Jul-2016

Trademark	Application No.	Application Date	Registration No.	Registration Date
SLEEP OUTFITTERS AND DESIGN (COLOR)	88/665395	23-Oct-2019	6,267,753	09-Feb-2021
SLEEP SOLUTIONS	87/411,734	14-Apr-2017	6,002,942	03-Mar-2020
SLEEP SOLUTIONS	78/272,462	10-Jul-2003	2,924,366	01-Feb-2005
SLEEP SOLUTIONS	90/562,093	05-Mar-2021	6,975,344	07-Feb-2023
SLEEP SOLUTIONS OUTLET	88/732,984	19-Dec-2019	6,080,212	16-Jun-2020
SLEEP SOLUTIONS OUTLET & Design (Dark Blue letters with white OUTLET and blue box)	88/731,916	18-Dec-2019	6,080,210	16-Jun-2020
SMARTCLIMATE	86/212,780	06-Mar-2014	4,882,183	05-Jan-2016
STAYTIGHT	90/300,633	06-Nov-2020	6,495,176	21-Sep-2021
SUMMER OF SLEEP	88/787,528	06-Feb-2020	6,268,177	09-Feb-2021
SUPREME	97/597,776	20-Sep-2022		
WIND DOWN	97/884,481	12-Apr-2023	7,169,834	19-Sep-2023
Design Only	85/784,866	12-Nov-2012	4,367,927	16-Jul-2013
THIS SLEEP IS POWER	87/134,783	11-Aug-2016	5,292,581	19-Sep-2017
MAKE IT GREAT WHEN YOU ELEVATE	87/211,519	21-Oct-2016	5,200,005	09-May-2017

TRADEMARK

REEL: 008239 FRAME: 0858

RECORDED: 10/26/2023