

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM848169

| | | | |
|---|---|------------------------|---------------------------------------|
| 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: | Sealy Technology LLC | | |
| Street Address: | 1000 Tempur Way | | |
| City: | Lexington | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40511 | | |
| Entity Type: | Limited Liability Company: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5091159 | MOUNTAIN TOP FOAM | |
| Registration Number: | 5841117 | EST 1846 | |
| Registration Number: | 6464669 | CLEAN COMFORT | |
| Registration Number: | 6638711 | SEALY | |
| Registration Number: | 6827796 | SEALY BABY | |
| Registration Number: | 6638706 | SEALY | |
| Registration Number: | 6627798 | SEALY ESSENTIALS | |
| Registration Number: | 6936508 | SEALY POSTUREPEDIC | |
| Registration Number: | 5238168 | PROUD SUPPORTER OF YOU | |
| Serial Number: | 88591744 | CROWN JEWEL | |
| Serial Number: | 97051982 | AIRVENT | |
| Serial Number: | 97051926 | PRECISIONEDGE | |
| Serial Number: | 90565488 | SEALY ESSENTIALS | |
| Serial Number: | 90854959 | MIXTO | |
| Serial Number: | 90854942 | PERPETUA | |
| Serial Number: | 90854935 | WE NEVER SETTLE | |
| Serial Number: | 87462241 | MARVELUX | |
| Serial Number: | 87499540 | FLIP | |

OP \$465.00 5091159

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

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|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 2155982 TM E |
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|---------------------------|---------------|
| NAME OF SUBMITTER: | Sonya Jackman |
|---------------------------|---------------|

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|-------------------|-----------------|
| SIGNATURE: | /Sonya Jackman/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/24/2023 |
|---------------------|------------|

Total Attachments: 5

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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 July 14, 2017, by Sealy Technology 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 August 1, 2017 on reel 6120 frame 0152, with supplements recorded on October 13, 2017 on reel 6182 frame 0295, October 17, 2019 on reel 6773 frame 0926, March 1, 2022 on reel 7703 frame 0136, and March 10, 2023 on reel 8038 frame 0562, 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.

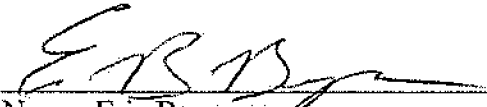
SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Rights shall be governed by and construed in accordance with the laws of the State of New York.

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 Grantors 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. | 5,091,159 | 29-Nov-2016 | MOUNTAIN TOP FOAM |
| 2. | 5,841,117 | 20-Aug-2019 | FLEUR DE LIS & 1846 Design |
| 3. | 6,464,669 | 24-Aug-2021 | CLEAN COMFORT |
| 4. | 6,638,711 | 08-Feb-2021 | SEALY & DESIGN |
| 5. | 6,827,796 | 23-Aug-2022 | SEALY BABY |
| 6. | 6,638,706 | 08-Feb-2022 | SEALY |
| 7. | 6,627,798 | 25-Jan-2022 | SEALY ESSENTIALS |
| 8. | 6,936,508 | 27-Dec-2022 | SEALY POSTUREPEDIC |
| 9. | 5,238,168 | 04-Jul-2017 | PROUD SUPPORTER OF YOU |

TRADEMARK APPLICATIONS

| <u>No.</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Title</u> |
|------------|---------------------------|-------------------------|--|
| 1. | 88/591,744 | 25-Aug-2019 | CROWN JEWEL |
| 2. | 97/051,982 | 29-Sep-2021 | AIRVENT |
| 3. | 97/051,926 | 29-Sep-2021 | PRECISION EDGE |
| 4. | 90/565,488 | 08-Mar-2021 | SEALY ESSENTIALS (Stylized and Design) |
| 5. | 90,854,959 | 29-Jul-2021 | MIXTO |
| 6. | 90/854,942 | 29-Jul-2021 | PERPETUA |
| 7. | 90/854,935 | 29-Jul-2021 | WE NEVER SETTLE |
| 8. | 87/462,241 | 24-May-2017 | MARVELUX |
| 9. | 87/499,540 | 21-Jun-2017 | FLIP |

TRADEMARK

REEL: 008248 FRAME: 0481

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RECORDED: 10/24/2023