

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858080

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEGASUS HOME FASHIONS LLC		12/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE, LLC		
Street Address:	150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	97627614	COOL RESPONSE	
Serial Number:	97439997	COOLFORM	
Registration Number:	6965764	LUXIA GEL	
Registration Number:	6913286	COPPER AIR	
Registration Number:	6502937	4EARTH	
Registration Number:	6166034	4EARTH	
Registration Number:	5293166	ESSENCE OF BAMBOO	
Registration Number:	5293167	ESSENCE OF BAMBOO	
Registration Number:	5333006	PARA PURE	
Registration Number:	5667149	ESSENCE OF COPPER	
Registration Number:	5667148	ESSENCE OF COPPER	
Registration Number:	5872865	CE	
Registration Number:	6011465		
Registration Number:	6011464		
Registration Number:	6160284	SAVING THE PLANET WHILE YOU SLEEP	
Registration Number:	6207194	TRUALT	
Registration Number:	6229158	CBD DREAMS	
Registration Number:	6273169	COOLRX	

CH \$1390.00 97627614

Property Type	Number	Word Mark
Registration Number:	6291121	EARTH + HOME
Registration Number:	6291125	BEYOND COOL
Registration Number:	6302852	ECOSPHERE
Registration Number:	4721233	ISO-PEDIC
Registration Number:	4721232	ISO-PEDIC
Registration Number:	6405018	PROTECT TWENTY-FOUR/SEVEN
Registration Number:	4822888	EZ DREAMS
Registration Number:	4881739	EZ DREAMS
Registration Number:	6767687	PEGASUS
Registration Number:	6927668	AMERICA'S PILLOW
Registration Number:	6725797	AQUA BLU
Registration Number:	6834731	PRIMALUXE
Serial Number:	90013966	PURE HARMONY
Registration Number:	6766466	CREATED FOR YOU, MADE FOR THE EARTH
Serial Number:	90013944	ARCTIC DREAM
Registration Number:	6654543	ARCTIC PURE
Registration Number:	6654422	BLUE DIAMOND
Registration Number:	6457324	CHARCOAL LUX
Registration Number:	6442404	CHILLTECH
Registration Number:	6457098	CONFORA-FOAM
Registration Number:	6541166	COOLFORMANCE
Registration Number:	6646634	COOLRX
Registration Number:	6457325	COPPER LUX
Serial Number:	90386479	COREFORMANCE
Registration Number:	6457326	COTTON COMFORT
Registration Number:	6687873	DIAMOND LUXE MEMORY FOAM CLUSTERS
Registration Number:	6494010	ECOSPHERE
Registration Number:	6472356	ESSENCE OF SLEEP
Registration Number:	6457002	FLAT NO MORE
Registration Number:	6472357	LUXIUM
Registration Number:	6541214	NATURAL ESSENCE
Registration Number:	6428957	PLANET PILLOW
Registration Number:	6708295	PREMIUM LOFT
Serial Number:	88874359	PROTECT TWENTY-FOUR/SEVEN
Registration Number:	6531801	QUILTED COMFORT
Registration Number:	6472487	SAVING THE EARTH WHILE YOU SLEEP
Serial Number:	88781760	ESSENCE OF CHARCOAL

CORRESPONDENCE DATA**Fax Number:** 2125935955*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:** 212-756-2132**Email:** trademarks@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 19th Floor**Address Line 4:** New York, NEW YORK 10022-3905**ATTORNEY DOCKET NUMBER:** 009777-0011**NAME OF SUBMITTER:** Scott Kareff (009777-0011)**SIGNATURE:** /EC FOR SK/**DATE SIGNED:** 12/04/2023**Total Attachments: 11**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 1, 2023 is made by PEGASUS HOME FASHIONS LLC (the “Grantor”), in favor of BLUE TORCH FINANCE, LLC (“Blue Torch”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Financing Agreement dated as of December 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Financing Agreement”) among PEGASUS HOME FASHIONS LLC, a Delaware limited liability company (the “Borrower”), PEGASUS HOME FASHIONS INTERMEDIATE LLC, a Delaware limited liability company (“Parent”), the other Guarantors referred to therein, the Lenders referred to therein, Blue Torch as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and Blue Torch as the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, the Grantor is party to a Pledge and Security Agreement dated as of December 1, 2023 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, (the “Pledge and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Financing Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY

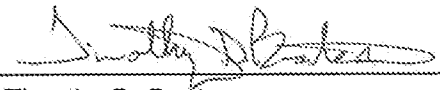
IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Financing Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**PEGASUS HOME FASHIONS LLC, as
Grantor**

By: 
Name: Timothy D. Boates
Title: Chief Executive Officer

{Trademark Security Agreement}




**TRADEMARK
REEL: 008277 FRAME: 0029**

Schedule I

Trademarks

[see attached]

<u>Jurisdiction</u>	<u>Title / Mark</u>	<u>Serial No.;</u> <u>Registration</u> <u>No.</u>	<u>Filing Date</u>	<u>Reg. / Issue</u> <u>Date</u>	<u>Owner /</u> <u>Applicant</u>
United States	COOL RESPONSE	97627614	10/11/2022	N/A	Borrower
United States	COOLFORM	97439997	6/2/2022	N/A	Borrower
United States	LUXIA GEL	97155318; 6965764	12/3/2021	1/24/2023	Borrower
United States	COPPER AIR	88037121; 6913286	7/13/2018	11/29/2022	Borrower
United States	4EARTH	88594392; 6502937	8/27/2019	9/28/2021	Borrower
United States	4EARTH	88978716; 6166034	8/27/2019	9/29/2020	Borrower
United States	ESSENCE OF BAMBOO	87237160 5293166	11/15/2016	9/19/2017	Borrower
United States	ESSENCE OF BAMBOO	87237165 5293167	11/15/2016	9/19/2017	Borrower
United States	PARA PURE	87192199 5333006	10/04/2016	11/14/2017	Borrower
United States	ESSENCE OF COPPER	87465836 5667149	5/26/2017	1/29/2019	Borrower

United States	ESSENCE OF COPPER	87465833 5667148	5/26/2017	1/29/2019	Borrower
United States		88350908 5872865	3/21/2019	10/01/2019	Borrower
United States		88350913 6011465	3/21/2019	3/17/2020	Borrower
United States		88350913 6011464	3/21/2019	3/17/2020	Borrower
United States	SAVING THE PLANET WHILE YOU SLEEP	88978586 6160284	10/21/2019	9/22/2020	Borrower
United States	TRUALT	88679416 6207194	11/4/2019	11/24/2020	Borrower
United States	CBD DREAMS	88546553 6229158	7/29/2019	12/22/2020	Borrower
United States	COOLRX	87935343 6273169	5/24/2018	2/16/2021	Borrower
United States	EARTH + HOME	88980063 6291121	11/18/2019	3/9/2021	Borrower
United States	BEYOND COOL	88980091 6291125	12/20/2019	3/9/2021	Borrower
United States	ECOSPHERE	88980568 6302852	9/24/2019	3/23/2021	Borrower

United States	ISO-PEDIC	86159429 4721233	1/7/2014	4/14/2015	Borrower
United States	ISO-PEDIC	86159420 4721232	1/7/2014	4/14/2015	Borrower
United States	PROTECT TWENTY- FOUR/SEVEN	88981635 6405018	4/16/2020	6/29/2021	Borrower
United States	EZ DREAMS	86159410; 4822888	1/7/2014	9/29/2015	Borrower
United States	EZ DREAMS	86740348 4881739	8/28/2015	1/5/2016	Borrower
United States	PEGASUS	90788506 6767687	6/22/2021	6/21/2022	Borrower
United States	AMERICA'S PILLOW	90788494 6927668	6/22/2021	12/20/2022	Borrower
United States	AQUA BLU	90174135 6725797	9/11/2020	5/24/2022	Borrower

	AQUA BLU				
United States	PRIMALUXE PRIMALUXE	90295442 6834731	11/3/2020	8/30/2022	Borrower
United States	PURE HARMONY PURE HARMONY	90013966	6/22/2020	N/A	Borrower
United States	CREATED FOR YOU, MADE FOR THE EARTH	90763628 6766466	6/12/2021	6/21/2022	Borrower
United States	ARCTIC DREAM ARCTIC DREAM	90013944	6/22/2020	N/A	Borrower
United States	ARCTIC PURE ARCTIC PURE	90013950 6654543	6/22/2020	2/22/2022	Borrower
United States	BLUE DIAMOND BLUE DIAMOND	88922535 6654422	5/19/2020	2/22/2020	Borrower
United States	CHARCOAL LUX CHARCOAL LUX	90013953 6457324	6/22/2020	8/17/2021	Borrower
United States	CHILLTECH CHILLTECH	88921294 6442404	5/18/2020	8/3/2021	Borrower
United States	CONFORA-FOAM	88948286 6457098	6/4/2020	8/17/2021	Borrower

	CONFORA-FOAM				
United States	COOLFORMANCE COOLFORMANCE	90210526 6541166	9/25/2020	10/26/2021	Borrower
United States	COOLRX CoolRx	87935332 6646634	5/24/2018	2/15/2022	Borrower
United States	COPPER LUX COPPER LUX	90013957 6457325	6/22/2020	8/17/2021	Borrower
United States	COREFORMANCE COREFORMANCE	90386479	12/16/2020	N/A	Borrower
United States	COTTON COMFORT COTTON COMFORT	90013959 6457326	6/22/2020	8/17/2021	Borrower
United States	DIAMOND LUXE MEMORY FOAM CLUSTERS DIAMOND LUXE MEMORY FOAM CLUSTERS	90310580 6687873	11/10/2020	3/29/2022	Borrower
United States	ECOSPHERE ECOSPHERE	88628231 6494010	9/24/2019	9/21/2021	Borrower
United States	ESSENCE OF SLEEP ESSENCE OF SLEEP	90013961 6472356	6/22/2020	8/31/2021	Borrower
United States	FLAT NO MORE	88922537 6457002	5/19/2020	8/17/2021	Borrower

	FLAT NO MORE				
United States	LUXIUM LUXIUM	90013967 6472357	6/22/2020	8/31/2021	Borrower
United States	NATURAL ESSENCE NATURAL ESSENCE	90276058 6541214	10/24/2020	10/26/2021	Borrower
United States	PLANET PILLOW PLANET PILLOW	88573866 6428957	8/9/2019	7/20/2021	Borrower
United States	PREMIUM LOFT PREMIUM LOFT	90295443 6708295	11/3/2020	4/19/2022	Borrower
United States	PROTECT TWENTYFOUR/SEVEN PROTECT TWENTY-FOUR/SEVEN	88874359	4/16/2020	N/A	Borrower
United States	QUILTED COMFORT QUILTED COMFORT	90013943 6531801	6/22/2020	10/19/2021	Borrower
United States	SAVING THE EARTH WHILE YOU SLEEP SAVING THE EARTH WHILE YOU SLEEP	90042547 6472487	7/8/2020	8/31/2021	Borrower
United States	ESSENCE OF CHARCOAL ESSENCE OF CHARCOAL	88781760	2/1/2020	N/A	Borrower