

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI69997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempur World, LLC		02/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Tempur-Pedic Management, LLC		
Street Address:	1000 Tempur Way		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87392427	OUTFITTERS TO GO	
Serial Number:	86698371	OUTFITTERS COLLECTION	
Serial Number:	86700126	SLEEP OUTFITTERS	
Serial Number:	86700061	SLEEP OUTFITTERS	
Serial Number:	77461070	OUTFITTING YOU FOR A HEALTHY LIFE	
Serial Number:	76241663	SLEEP OUTFITTERS	
Serial Number:	88665395	S SLEEP OUTFITTERS	
Serial Number:	88979094	S SLEEP OUTFITTERS	
Serial Number:	88665317	S SLEEP OUTFITTERS	
Serial Number:	88979095	S SLEEP OUTFITTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	5022903492		
Email:	acahill@vctfirm.com,sstevens@vctfirm.com		
Correspondent Name:	Ms. Amy Sullivan Cahill		
Address Line 1:	2303 River Road		

OP \$265.00.00 87392427

Address Line 4:	Louisville, KENTUCKY 40206
ATTORNEY DOCKET NUMBER:	Tempur
NAME OF SUBMITTER:	Sallie Stevens
SIGNATURE:	Sallie Stevens
DATE SIGNED:	03/05/2024
Total Attachments: 14 source=TW to TPM IP Assignment Agreement#page1.tif source=TW to TPM IP Assignment Agreement#page2.tif source=TW to TPM IP Assignment Agreement#page3.tif source=TW to TPM IP Assignment Agreement#page4.tif source=TW to TPM IP Assignment Agreement#page5.tif source=TW to TPM IP Assignment Agreement#page6.tif source=TW to TPM IP Assignment Agreement#page7.tif source=TW to TPM IP Assignment Agreement#page8.tif source=TW to TPM IP Assignment Agreement#page9.tif source=TW to TPM IP Assignment Agreement#page10.tif source=TW to TPM IP Assignment Agreement#page11.tif source=TW to TPM IP Assignment Agreement#page12.tif source=TW to TPM IP Assignment Agreement#page13.tif source=TW to TPM IP Assignment Agreement#page14.tif	

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the “Agreement”) is made as of February 27, 2024 (the “Effective Date”) by and between Tempur World, LLC, a Delaware limited liability company (“Assignor”), Tempur-Pedic Management, LLC, a Delaware limited liability company (“Assignee”), and solely for the purposes of Section 1 and Section 2, Tempur Sealy International, Inc., a Delaware corporation (“TSI”). Assignor, Assignee, and TSI are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Assignor is wholly owned by TSI and for U.S. federal income tax purposes is disregarded as separate from TSI;

WHEREAS, Assignor directly owns all the shares of Assignee;

WHEREAS, Assignee is classified as a corporation for U.S. federal income tax purposes;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, Assignor’s right, title and interest in and to the trademarks and domain names set forth on Exhibit A and Exhibit B, respectively, together with the goodwill of the business symbolized by such trademarks; and

WHEREAS, the Parties intend for the transactions contemplated herein to qualify as tax-free contributions for U.S. federal income tax purposes under Section 351 of the Internal Revenue Code of 1986, as amended (the “Code”).

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

1. Assignment. Assignor, as of the Effective Date, hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under the (a) trademarks set forth on Exhibit A, together with the goodwill of the business symbolized thereby (the “Transferred Marks”), and (b) Internet domain names set forth on Exhibit B, (the “Transferred Domain Names”), including all right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement, misappropriation or other violation of such intellectual property described in the foregoing items (a) and (b).

2. Intended Tax Treatment. The Parties intend that, for U.S. federal (and applicable state and local) income tax purposes: (a) the assignment described in Section 1 be treated as a contribution of the Transferred Marks and Transferred Domain Names from TSI (as the regarded owner of Assignor for U.S. federal income tax purposes) to Assignee, and (b) such contribution will qualify as an exchange of property pursuant to Section 351(a) of the Code (the “Intended Tax Treatment”). No Party will take any position inconsistent with the Intended Tax Treatment unless otherwise required by a “determination” as defined in Section 1313 of the Code.

3. Recordation. Each of the Parties hereby authorizes and requests the United States Patent & Trademark Office and any other applicable governmental entity or registrar (including any

applicable foreign or international office or registrar) (each, an “IP Office/Registrar”) to record the Assignee (or its designee) as the owner of the Transferred Marks. The Assignee (or its designee) shall have the right to record Exhibit C, and/or any short-form intellectual property assignment agreement, with any applicable IP Office/Registrar so as to record and perfect its ownership of the applicable Transferred Marks.

4. Cooperation. In the event that any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of further instruments and documents) as any other Party reasonably may request, including (a) the execution and delivery of the trademark assignment form set forth on Exhibit C and the domain name assignment form set forth on Exhibit D and (b) with respect to the Transferred Domain Names, taking all reasonable actions to assist Assignee in changing the technical and administrative contact information for the Transferred Domain Names with the applicable domain name registrars to such information of Assignee’s choice, including, without limitation, by providing any and all transfer codes for any accounts related to the Transferred Domain Names to enable Assignee to assume control of the Transferred Domain Names.

5. Pre-Existing License. The Parties agree that the assignment affected by this Agreement shall remain subject to the licenses granted under Intercompany Trademark and Trade Name License Agreement, dated January 1, 2020, by and between Assignor and Assignee.

6. General. The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, the Parties and each of their respective affiliates, successors, and assigns.

7. Authority. The Parties warrant that the individuals whose signatures appear below have been duly authorized to sign this Agreement and to bind each Party thereto.

8. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. Delivery of an executed signature page to this Agreement by electronic transmission (including in pdf, DocuSign, email or other means of electronic transmission) shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

10. Severability. If any term or provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction or other competent authority to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Delaware.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

ASSIGNOR

TEMPUR WORLD, LLC

A handwritten signature in black ink, appearing to read 'D C Hochwalt', written over the company name.

By: David C. Hochwalt

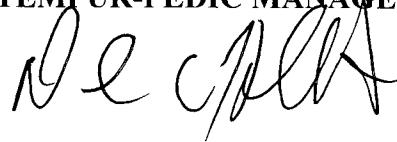
Title: VP, Global Tax and Assistant Treasurer

Date: 27 February 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

ASSIGNEE

TEMPUR-PEDIC MANAGEMENT, LLC

A handwritten signature in black ink, appearing to read 'De C. Hochwalt', written over the company name.

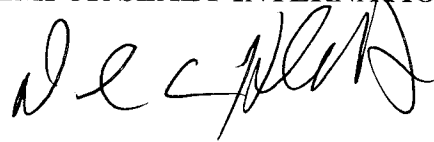
By: David C. Hochwalt

Title: VP, Global Tax and Assistant Treasurer

Date: 27 February 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

TEMPUR SEALY INTERNATIONAL, INC.

A handwritten signature in black ink, appearing to read 'D. C. Hochwalt', written in a cursive style.


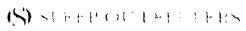

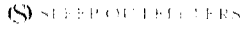

By: David C. Hochwalt

Title: VP, Global Tax and Assistant Treasurer

Date: 27 February 2024

EXHIBIT A

Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
OUTFITTERS TO GO	87/392,427	Mar. 30, 2017	5,444,767	Apr. 10, 2018
OUTFITTERS COLLECTION	86/698,371	Jul. 20, 2015	5,087,701	Nov. 22, 2016
<i>Sleep Outfitters</i>	86/700,126	Jul. 21, 2015	5,001,557	Jul. 19, 2016
	86/700,061	Jul. 21, 2015	5,001,556	Jul. 19, 2016
OUTFITTING YOU FOR A HEALTHY LIFE	77/461,070	Apr. 29, 2008	3,652,314	Jul. 7, 2009
SLEEP OUTFITTERS	76/241,663	Apr. 17, 2001	2,776,269	Oct. 21, 2003
	88/665,395	Oct. 23, 2019	6,267,753	Feb. 9, 2021
 SLEEP OUTFITTERS	88/979,094	Oct. 23, 2019	6,268,474	Feb. 9, 2021
	88/665,317	Oct. 23, 2019	6,267,752	Feb. 9, 2021
 SLEEP OUTFITTERS	88/979,095	Oct. 23, 2019	6,268,475	Feb. 9, 2021

[Exhibit A]

EXHIBIT B

Domain Names

outfitterstogo.com
SLEEPLIKEACHAMPION.COM
SLEEPLIKEACHAMPION.NET
SLEEPLIKEACHAMPION.ORG
sleeponthebest.com
sleepoutfitters.com
sleepoutfitters.info
sleepoutfitters.net
sleepoutfitters.org

EXHIBIT C

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Agreement") is entered into and is effective as of February 27, 2024 (the "Effective Date"), by and between Tempur World, LLC, a Delaware limited liability company ("Assignor") and Tempur-Pedic Management, LLC, a Delaware limited liability company ("Assignee"). For purposes of this Agreement, Assignee and Assignor shall be referred individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Assignor, as of the Effective Date, desires to assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's right, title and interest in and to the trademarks set forth in Schedule A (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and including all right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement, misappropriation or other violation of the Trademarks.

This Agreement shall be interpreted pursuant to the laws of the State of Delaware, without regard to the State's choice-of-law principles.

The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, the Parties and each of their respective affiliates, successors, and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first written above.

ASSIGNOR

ASSIGNEE

By: David C. Hochwalt

By: David C. Hochwalt

Title: VP, Global Tax, and Assistant
Treasurer

Title: VP, Global Tax, and Assistant
Treasurer

Date: 27 February 2024

Date: 27 February 2024

SCHEDULE A






Trademark	Application No.	Application Date	Registration No.	Registration Date
OUTFITTERS TO GO	87/392,427	Mar. 30, 2017	5,444,767	Apr. 10, 2018
OUTFITTERS COLLECTION	86/698,371	Jul. 20, 2015	5,087,701	Nov. 22, 2016
<i>Sleep Outfitters</i>	86/700,126	Jul. 21, 2015	5,001,557	Jul. 19, 2016
	86/700,061	Jul. 21, 2015	5,001,556	Jul. 19, 2016
OUTFITTING YOU FOR A HEALTHY LIFE	77/461,070	Apr. 29, 2008	3,652,314	Jul. 7, 2009
SLEEP OUTFITTERS	76/241,663	Apr. 17, 2001	2,776,269	Oct. 21, 2003
	88/665,395	Oct. 23, 2019	6,267,753	Feb. 9, 2021
 SLEEP OUTFITTERS	88/979,094	Oct. 23, 2019	6,268,474	Feb. 9, 2021
	88/665,317	Oct. 23, 2019	6,267,752	Feb. 9, 2021
 SLEEP OUTFITTERS	88/979,095	Oct. 23, 2019	6,268,475	Feb. 9, 2021

EXHIBIT D

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (the "Agreement") is entered into and is effective as of February 27, 2024 (the "Effective Date"), by and between Tempur World, LLC, a Delaware limited liability company ("Assignor") and Tempur-Pedic Management, LLC, a Delaware corporation ("Assignee"). For purposes of this Agreement, Assignee and Assignor shall be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Assignor, as of the Effective Date, desires to assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's right, title and interest in and to the Internet Domain names listed in Schedule A (the "Assignor Domain Names");

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assignor Domain Names.

This Agreement shall be interpreted pursuant to the laws of the State of Delaware, without regard to the State's choice-of-law principles.

The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, the Parties and each of their respective affiliates, successors, and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first written above.

ASSIGNOR

ASSIGNEE

By: David C. Hochwalt

By: David C. Hochwalt

Title: VP, Global Tax, and Assistant
Treasurer

Title: VP, Global Tax, and Assistant
Treasurer

Date: 27 February 2024

Date: 27 February 2024

SCHEDULE A

Assignor Domain Names

outfitterstogo.com
SLEEPLIKEACHAMPION.COM
SLEEPLIKEACHAMPION.NET
SLEEPLIKEACHAMPION.ORG
sleeponthebest.com
sleepoutfitters.com
sleepoutfitters.info
sleepoutfitters.net
sleepoutfitters.org