

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Motion, Inc.		07/26/2017	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	450 S. Orange Avenue		
Internal Address:	Floor 10, Mailcode FL4-9504, Attn: Patrick Fravel		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4207344	RECLINA-PEDIC	
Registration Number:	4207345	TRI-CLINER	
Registration Number:	4207583	RELAXATION STATION	
Registration Number:	4293463	I RECLINER	
Registration Number:	4437418	POWERPLUS	
Registration Number:	5179798	MEMORY PLUS	
Registration Number:	2104285	SOUTHERN MOTION	
Registration Number:	5129083	COMFORT ZONE BY SOUTHERN MOTION	
Serial Number:	87093099	DUAL POWER	
Serial Number:	87093108	FULL POWER	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		

OP \$265.00 4207344

TRADEMARK

Address Line 4:	Atlanta, GEORGIA 30309
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	08/01/2017
Total Attachments: 5 source=Chase_Southern Motion - Trademark Security Agreement#page1.tif source=Chase_Southern Motion - Trademark Security Agreement#page2.tif source=Chase_Southern Motion - Trademark Security Agreement#page3.tif source=Chase_Southern Motion - Trademark Security Agreement#page4.tif source=Chase_Southern Motion - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 26, 2017 (this "Trademark Security Agreement"), is made by SOUTHERN MOTION, INC., a Mississippi corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, Grantor and certain of its Subsidiaries (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders Party thereto, and the Administrative Agent have entered into that certain Credit Agreement dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Borrowers and the other Loan Parties have entered into that certain Pledge and Security Agreement dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Trademark registrations and applications for the registration of Trademarks set forth on Schedule I hereto (the "Trademark Collateral"). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOUTHERN MOTION, INC.

By: *Roger A. Bland*

Name: Roger Bland

Title: President

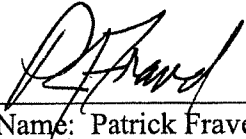
[SOUTHERN MOTION – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Patrick Fravel
Title: Authorized Officer

[SOUTHERN MOTION – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006119 FRAME: 0939

SCHEDULE I

Trademarks

I. REGISTERED AND ISSUED TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Southern Motion, Inc.	RECLINA-PEDIC	9/11/12	4,207,344
Southern Motion, Inc.	TRI-CLINER	9/11/12	4,207,345
Southern Motion, Inc.	RELAXATION STATION	9/11/12	4,207,583
Southern Motion, Inc.	I RECLINER & design	2/19/13	4,293,463
Southern Motion, Inc.	POWERPLUS	11/19/13	4,437,418
Southern Motion, Inc.	MEMORY PLUS	4/11/17	5,179,798
Southern Motion, Inc.	SOUTHERN MOTION	10/7/97	2,104,285
Southern Motion, Inc.	COMFORT ZONE BY SOUTHERN MOTION & design	1/24/17	5,129,083

II. TRADEMARK APPLICATIONS

Owner	Trademark Application	Application Filing Date	Application Serial Number
Southern Motion, Inc.	DUAL POWER	7/5/16	87-093,099
Southern Motion, Inc.	FULL POWER	7/5/16	87-093,108