

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OBSIDIAN AGENCY SERVICES, INC.		08/04/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIMMONS RESEARCH HOLDINGS, LLC		
<b>Street Address:</b>	800 FAIRWAY DRIVE, SUITE 295		
<b>City:</b>	DEERFIELD BEACH		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33441		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	SIMMONS RESEARCH LLC		
<b>Street Address:</b>	800 FAIRWAY DRIVE, SUITE 295		
<b>City:</b>	DEERFIELD BEACH		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33441		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2045959	CHOICES	
<b>Registration Number:</b>	4108297	SIMMONS	
<b>Registration Number:</b>	3388788	THE VOICE OF THE AMERICAN CONSUMER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	ONE LOGAN SQUARE		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		

OP \$90.00 2045959

<b>ATTORNEY DOCKET NUMBER:</b>	074658-17059
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	08/16/2017
<b>Total Attachments: 4</b> source=Simmons - Trademark Termination and Release (EXECUTED)#page1.tif source=Simmons - Trademark Termination and Release (EXECUTED)#page2.tif source=Simmons - Trademark Termination and Release (EXECUTED)#page3.tif source=Simmons - Trademark Termination and Release (EXECUTED)#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK  
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of August 4, 2017 (“Effective Date”), by **OBSIDIAN AGENCY SERVICES, INC.**, a California corporation (“Obsidian”), in its capacity as collateral agent for the Lenders, as such term is defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **SIMMONS RESEARCH HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **SIMMONS RESEARCH LLC**, a Delaware limited liability company (“Borrower”) and any other entity from time to time party to the below defined Trademark Security Agreement (together with the Borrower and Holdings, each a “Grantor”, and collectively, the “Grantors”).

**WHEREAS**, reference is made to (a) that certain Guarantee and Collateral Agreement dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors, each other entity from time to time party thereto and the Collateral Agent, and (b) that certain Credit Agreement, dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the lenders from time to time party thereto (the “Lenders”), Obsidian Agency Services, Inc., as administrative agent and collateral agent, and Garrison Loan Agency Services LLC and LBC Credit Partners III, L.P., as Co-Documentation Agents;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Grantors and Grantee, Grantors granted to Grantee a security interest in all of Grantors’ right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 22, 2015 at Reel 5695, Frame 0679; and

**WHEREAS**, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademarks, trademark applications and trademark licenses recorded at the and listed on **Schedule A** hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. **Defined Terms.** Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Security Agreement, Credit Agreement or the Trademark Security Agreement, as appropriate.

2. **Release of Grant of Security Interest.** Without representation or warranty of any kind or nature, Grantee, on behalf of itself and the Lenders, hereby (i) terminates the Trademark Security Agreement and (ii) terminates, releases, and discharges all of its security interest and the Lenders’ security interest in all of Grantors’ right, title and interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee and of the Lenders in the Trademark Collateral, including, without limitation, the following:

2.1 all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those set forth on **Schedule A** hereto (the "**Trademarks**"); and

2.2 all goodwill associated with or symbolized by the Trademarks.

3. **Recordation**. Grantee authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

4. **Further Assurances**. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

5. **Governing Law**. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**OBSIDIAN AGENCY SERVICES, INC.**,  
a California Corporation

By: \_\_\_\_\_  
Name: Howard Levkowitz  
Title: President

*[Signature Page to Termination and Release of Security Interest in Trademark Collateral]*

**TRADEMARK**  
**REEL: 006130 FRAME: 0712**

**SCHEDULE A**  
**to**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK**  
**COLLATERAL**

**Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>App No</b>	<b>Reg. No</b>	<b>Reg. Date</b>	<b>Status</b>
Simmons Research LLC	CHOICES	United States	75090471	2045959	3/18/1997	Registered
Simmons Research LLC	SIMMONS	United States	85360813	4108297	3/6/2012	Registered
Simmons Research LLC	THE VOICE OF THE AMERICAN CONSUMER	United States	78424686	3388788	2/26/2008	Registered

**Trademark Applications**

None.

**Trademark Licenses**

None.