

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Mattress, Inc.	FORMERLY AMSLEEP, INC.	11/21/2017	Corporation: ILLINOIS
American Mattress of Indiana, Inc.		11/21/2017	Corporation: ILLINOIS
American Mattress of Fort Wayne, LLC		11/21/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	AMI Finance & Investment Company LLC		
Street Address:	1301 Schiferl Road		
City:	Bartlett		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2710635	AMERICAN MATTRESS	
Registration Number:	3003417	AMERICAN MATTRESS	
Registration Number:	3033593	AMERICAN MATTRESS	
CORRESPONDENCE DATA			
Fax Number:	3126508651		
<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:	312-650-8660		
Email:	owens@htl-law.com		
Correspondent Name:	Marcia Owens		
Address Line 1:	200 S. Wacker Drive, Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Marcia Owens		
SIGNATURE:	/Marcia Owens/		
DATE SIGNED:	08/03/2018		

OP \$90.00 2710635

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), effective as of November 21, 2017, is made by made by American Mattress of Indiana, Inc., an Illinois corporation ("AM Indiana"), American Mattress, Inc., an Illinois corporation ("AM"), and American Mattress of Fort Wayne, LLC, an Illinois limited liability company (collectively, "Grantor") in favor of AMI Finance & Investment Company LLC, an Illinois limited liability company (the "Secured Party").

WHEREAS, Secured Party made certain loans to Grantor as evidenced by (i) that certain Amended and Restated Promissory Note, issued as of April 21, 2017 by Grantors in favor of Robert L. Sherman, and his successors in trust, as Trustee of the Robert L. Sherman Revocable Trust ("Original Lender") and assigned to Secured Party, (ii) that certain Secured Line of Credit Agreement issued as of April 21, 2017 by Grantors in favor of Original Lender and assigned to Secured Party, and (iii) that certain Line of Credit Agreement issued by Grantors in favor of Secured Party dated as of August 16, 2017 (collectively and as amended, assigned, restated, supplemented or otherwise modified from time to time, the "Credit Agreements").

WHEREAS, Secured Party is the successor-in-interest to Original Lender; and

WHEREAS, Grantor has entered into (i) that certain Senior Security Agreement dated as of April 21, 2017, (ii) that certain Senior Security Agreement dated as of April 21, 2017, (iii) that certain Security Agreement, dated as of August 17, 2017 and (iv) that certain Security Agreement dated as of November 21, 2017 (collectively, and as amended, assigned, restated, supplemented or otherwise modified from time to time, made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in, among other property, certain Trademarks (as defined below) of the Grantor and agreed to make any further documents Secured Party may require to perfect, protect and continue Secured Party's security interest.

WHEREAS, Secured Party hereby requires that Grantor execute this Trademark Security Agreement for purposes of ratifying and confirming its security interest in the Trademarks and for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in the Grantor's right, title and interest in and to the following, including, without limitation, the items listed on Exhibit 1 attached hereto (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any Trademark, together with all extensions and renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

SECTION 3. Security for Secured Obligations. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of the Grantor, now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government office record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement 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 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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


AMERICAN MATTRESS, INC., an Illinois corporation

By 
Name FRANK DEMAJIO
Title VICE PRESIDENT

AMERICAN MATTRESS OF FORT WAYNE, LLC, an Illinois limited liability company

By 
Name FRANK DEMAJIO
Title VICE PRES

AMERICAN MATTRESS OF INDIANA, INC., an Illinois corporation

By 
Name FRANK DEMAJIO
Title VICE PRES

[Signature Page to Trademark Security Agreement]

EXHIBIT 1
Trademarks

<u>Registration No.</u>	<u>Item</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Date Registered</u>
2,710,635	American Mattress	American Mattress, Inc.	June 5, 2001	April 29, 2003
3,003,417	American Mattress	American Mattress, Inc.	June 4, 2004	October 4, 2005
3,033,593	American Mattress	American Mattress, Inc.	June 4, 2004	October 4, 2005