

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASPER SLEEP INC.		01/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	5056492		
Registration Number:	5197539		
Registration Number:	5047239		
Registration Number:	5056491		
Registration Number:	5056489		
Registration Number:	5056490		
Registration Number:	5056526		
Registration Number:	5173268		
Registration Number:	5587733	A NEW DAY IN SLEEP	
Registration Number:	6357116	AIRSCAPE	
Registration Number:	5709479	BEDTIME IS BACK	
Registration Number:	5100385	CASPER CASPER.COM	
Registration Number:	5728078	C	
Registration Number:	5692173	C	
Registration Number:	5116102	C	
Registration Number:	5692281	C	
Registration Number:	5514131	CASPER	
Registration Number:	4762027	CASPER	
Registration Number:	5053896	CASPER	

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Property Type	Number	Word Mark
Registration Number:	4961680	CASPER
Registration Number:	5601860	CASPER
Registration Number:	5097355	CASPER
Registration Number:	5255716	CASPER
Registration Number:	5414144	CASPER
Registration Number:	5693695	CASPER
Registration Number:	6381150	CASPER ELEMENT
Registration Number:	6412406	CASPER HAVEN
Registration Number:	6381151	CASPER NOVA
Registration Number:	6412405	CASPER REPOSE
Registration Number:	5944355	GREAT MINDS SLEEP ALIKE
Registration Number:	5611549	IT'S BEDTIME SOMEWHERE
Registration Number:	6167665	THE CASPER SNUG MATTRESS
Registration Number:	6381417	THE CASPER SNUG MATTRESS
Registration Number:	5711676	THE DREAMERY
Registration Number:	6463801	THE DREAMERY
Registration Number:	5944356	THE SHEETS MAKE THE BED
Registration Number:	6188509	THE SNUG
Registration Number:	5670710	VAN WINKLE'S
Registration Number:	5371766	WOOLLY

CORRESPONDENCE DATA

Fax Number:

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: 1404215366413664

Email: afasolino@kslaw.com

Correspondent Name: Anthony Fasolino

Address Line 1: 1180 Peachtree St NE

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Anthony Fasolino

SIGNATURE: /Anthony Fasolino/

DATE SIGNED: 01/25/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 25, 2022, (this “Agreement”), among CASPER SLEEP INC., a Delaware corporation (the “Grantor”) and KKR LOAN ADMINISTRATION SERVICES LLC (“KKR”), as administrative agent and collateral agent (in such capacities, the “Agent”) for the ratable benefit of the Credit Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Security Agreement, dated as of January 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Agent. The Lenders (as defined below) have extended credit to the Lead Borrower (as defined in Credit Agreement, dated as of January 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among MARLIN PARENT, INC., a Delaware corporation, the Grantors party thereto, the lenders from time to time party thereto (the “Lenders”), KKR, as administrative agent and collateral agent, and CALLODINE COMMERCIAL FINANCE, LLC, as FILO Agent. Consistent with the requirements set forth in Sections 4.01 and 5.18 of the Credit Agreement and Section 3.3 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Credit Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Intellectual Property are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

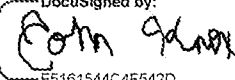
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CASPER SLEEP INC.

By: Michael Monahan
Name: Michael Monahan
Title: Chief Financial Officer and Secretary

KKR LOAN ADMINISTRATION SERVICES LLC,
as the Agent

DocuSigned by:

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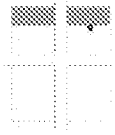


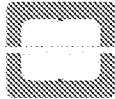

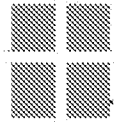
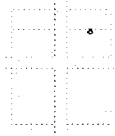
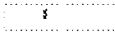
By: _____






Name: John Knox

Title: Chief Financial Officer

SCHEDULE I

TRADEMARK REGISTRATIONS

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	(Device Only) 	86858082	5056492	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86858089	5197539	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86857905	5047239	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86858071	5056491	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86857812	5056489	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86857826	5056490	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86925280	5056526	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86925225	5173268	Registered	Casper Sleep Inc.
United States of America	A NEW DAY IN SLEEP	87/603,545	5,587,733	Registered	Casper Sleep Inc.
United States of America	AIRSCAPE	88/795,776	6,357,116	Registered	Casper Sleep Inc.

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	BEDTIME IS BACK	88/072,614	5,709,479	Registered	Casper Sleep Inc.
United States of America	BOX (TRADEADDRESS 2) 	87029545	5100385	Registered	Casper Sleep Inc.
United States of America	C LOGO 	86598178	5728078	Registered	Casper Sleep Inc.
United States of America	C LOGO 	87140438	5692173	Registered	Casper Sleep Inc.
United States of America	C LOGO 	86980570	5116102	Registered	Casper Sleep Inc.
United States of America	C LOGO 	87291852	5692281	Registered	Casper Sleep Inc.
United States of America	CASPER	86/783,983	5,514,131	Registered	Casper Sleep Inc.
United States of America	CASPER	86976148	4762027	Registered	Casper Sleep Inc.
United States of America	CASPER	86915350	5053896	Registered	Casper Sleep Inc.
United States of America	CASPER	86978583	4961680	Registered	Casper Sleep Inc.

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	CASPER	87140430	5601860	Registered	Casper Sleep Inc.
United States of America	CASPER	86980516	5097355	Registered	Casper Sleep Inc.
United States of America	CASPER	87291885	5255716	Registered	Casper Sleep Inc.
United States of America	CASPER	87291861	5414144	Registered	Casper Sleep Inc.
United States of America	CASPER	87979664	5693695	Registered	Casper Sleep Inc.
United States of America	CASPER ELEMENT	88/620,905	6,381,150	Registered	Casper Sleep Inc.
United States of America	CASPER HAVEN	88/859,166	6,412,406	Registered	Casper Sleep Inc.
United States of America	CASPER NOVA	88/620,907	6,381,151	Registered	Casper Sleep Inc.
United States of America	CASPER REPOSE	88/859,138	6,412,405	Registered	Casper Sleep Inc.
United States of America	GREAT MINDS SLEEP ALIKE	86/783,960	5,944,355	Registered	Casper Sleep Inc.
United States of America	IT'S BEDTIME SOMEWHERE	87/870,586	5,611,549	Registered	Casper Sleep Inc.
United States of America	THE CASPER SNUG MATTRESS	88/772,355	6,167,665	Registered	Casper Sleep Inc.
United States of America	THE CASPER SNUG MATTRESS	88/772,347	6,381,417	Registered	Casper Sleep Inc.

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	THE DREAMERY	87/979,961	5,711,676	Registered	Casper Sleep Inc.
United States of America	THE DREAMERY	87/545,298	6,463,801	Registered	Casper Sleep Inc.
United States of America	THE SHEETS MAKE THE BED	86/783,964	5,944,356	Registered	Casper Sleep Inc.
United States of America	THE SNUG	88/772,340	6,188,509	Registered	Casper Sleep Inc.
United States of America	VAN WINKLE'S	86/638,959	5,670,710	Registered	Casper Sleep Inc.
United States of America	WOOLLY	87/422,369	5,371,766	Registered	Casper Sleep Inc.

SCHEDULE II

PATENTS

Country	Title	Application No. Filing Date	Patent No. Issue Date	Status	Owner
U.S.	Dog Mattress (Design)	29/574,489 August 16, 2016	D822,911 July 10, 2018	Issued	Casper Sleep Inc.
U.S.	Dog Mattress (Utility)	15/677,387 August 15, 2017	10,736,300 August 11, 2020	Issued	Casper Sleep Inc.
U.S.	Duvet Cover (Design)	29/610,852 July 17, 2017	D897,133 September 29, 2020	Issued	Casper Sleep Inc.
U.S.	Interactive Portable Lighting System (Nova)	16/241,665 January 7, 2019	11,039,514 June 15, 2021	Issued	Casper Sleep Inc.
U.S.	Lamp Assembly (Nova) (Design)	29/667,664 October 23, 2018	D885,640 May 26, 2020	Issued	Casper Sleep Inc.
U.S.	Lamp Assembly (Nova) (Design)	29/731,251 April 14, 2020	D915,660 April 6, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress	14/689,945 April 17, 2015	9,888,785 February 13, 2018	Issued	Casper Sleep Inc.
U.S.	Mattress	15/080,582 March 24, 2010	9,661,934 May 30, 2017	Issued	Casper Sleep Inc.
U.S.	Mattress	15/405,906 January 13, 207	9,962,009 May 8, 2018	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/703,367 August 27, 2019	D908,398 January 26, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,421 October 28, 2020	D919,333 May 18, 2021	Issued	Casper Sleep Inc.

Country	Title	Application No. Filing Date	Patent No. Issue Date	Status	Owner
U.S.	MATTRESS Patent Design	29/524,231 April 17, 2015	D776,960 January 24, 2017	Issued	Casper Sleep Inc.
U.S.	Mattress Containing Ergonomic and Firmness- Regulating Endoskeleto n (Wave)	16/102,649 August 13, 2018	11,116,326 September 14, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress Layers (Design)	29/709,721 October 16, 2019	D927,889 August 17, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress Layers (Design)	29/784,475 May 19, 2021	D932,809 October 12, 2021	Issued	Casper Sleep Inc.
U.S.	Pillow Set	29/545,838 November 16, 2015	D822,409 July 10, 2018	U.S.	Casper Sleep Inc.
U.S.	Platform Bed Frame (Design)	29/641,393 March 21, 2018	D862,104 October 8, 2019	Issued	Casper Sleep Inc.
U.S.	Platform Bed Frame (Design)	29/700,264 August 1, 2019	D904,784 December 15, 2020	Issued	Casper Sleep Inc.
U.S.	Zipper (Design)	29/705,095 September 10, 2019	D921,531 June 8, 2021	Issued	Casper Sleep Inc.

PATENT APPLICATIONS

Country	Title	Serial No.	Status	Owner
U.S.	Interactive Portable Lighting System (Nova)	17/347,211 June 14, 2021	Pending	Casper Sleep Inc.

U.S.	Light Woven Sheet	17/458,235 August 26, 2021	Pending	Casper Sleep Inc.
U.S.	Mattress	15/872,737 January 16, 2018	Pending	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,424 October 28, 2020	Pending	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,427 October 28, 2020	Pending	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,437 October 28, 2020	Pending	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,442 October 28, 2020	Pending	Casper Sleep Inc.
U.S.	Mattress System	16/939,791 July 27, 2021	Pending	Casper Sleep Inc.
U.S.	Mattress with Cooling Features	63/117,420 November 23, 2020	Pending	Casper Sleep Inc.
U.S.	Temperature-Regulating Mattress	16/390,194 April 22, 2019	Pending	Casper Sleep Inc.
U.S.	Temperature-Regulating Mattress (Tempest)	17/156,904 January 25, 2021	Pending	Casper Sleep Inc.
U.S.	Woven Textile (Design)	29/752,340 September 26, 2020	Pending	Casper Sleep Inc.

SCHEDULE III

COPYRIGHT REGISTRATIONS

Country	Title	Copyright Registration Number	Registration Date (Year)	Registered Owner or Beneficial Owner
United States of America	CODE.	TX0008105907	2014	Casper Sleep Inc.
United States of America	WEBSITE LOOK AND FEEL.	VA0001955047	2014	Casper Sleep Inc.