

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RESIDENT HOME LLC		12/07/2020	Limited Liability Company: DELAWARE
DREAMCLOUD BRAND LLC		12/07/2020	Limited Liability Company: DELAWARE
NECTAR BRAND LLC		12/07/2020	Limited Liability Company: CALIFORNIA
LEVEL SLEEP BRAND LLC		12/07/2020	Limited Liability Company: DELAWARE
DREAMCLOUD (US) HOLDINGS INC.		12/07/2020	Corporation: DELAWARE
DREAMCLOUD CANADA LLC		12/07/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	2400 Hanover Street		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88350978	AWARA	
<b>Serial Number:</b>	88625662	CLOVERLANE	
<b>Registration Number:</b>	4064244	DREAM CLOUD	
<b>Registration Number:</b>	5595001	FOREVER WARRANTY	
<b>Registration Number:</b>	5810101	NECTAR	
<b>Registration Number:</b>	6008483	NECTAR	
<b>Serial Number:</b>	88339911	RESIDENT	
<b>Serial Number:</b>	87857412	SWEET DREAMS DELIVERED	
<b>Serial Number:</b>	88335247	WOVENLY	

OP \$240.00 88350978

**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:** 2023704750  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1771661
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas, Paralegal
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	08/31/2022

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 7, 2020, by and among (i) **SILICON VALLEY BANK**, a California corporation with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 (“**Bank**”), (ii) **RESIDENT HOME LLC**, a Delaware limited liability company (“**Resident Home**”); (iii) **DREAMCLOUD BRAND LLC**, a Delaware limited liability company (“**Dreamcloud**”); (iv) **NECTAR BRAND LLC**, a California limited liability company (“**Nectar**”); (v) **LEVEL SLEEP BRAND LLC**, a Delaware limited liability company (“**Level**”); (vi) **DREAMCLOUD (US) HOLDINGS INC.**, a Delaware corporation (“**Holdings**”); and (vii) **DREAMCLOUD CANADA LLC**, a Delaware limited liability company (“**Dreamcloud Canada**”, and together with Resident Home, Dreamcloud, Nectar, Level and Holdings, individually and collectively, jointly and severally, the “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

No United States intent-to-use trademark application shall be included in the Intellectual Property Collateral 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 such intent-to-use trademark or service mark application under federal law. After such period, each Grantor acknowledges that such interest in such trademark application shall be subject to a security interest in favor of the Bank and shall be included in the Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

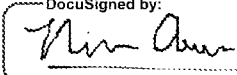
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

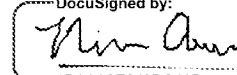
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

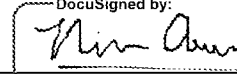
**RESIDENT HOME LLC**

By:   
Name: Nikhil Abraham  
Title: Chief Financial Officer

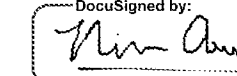
**DREAMCLOUD BRAND LLC**

By:   
Name: Nikhil Abraham  
Title: Chief Financial Officer

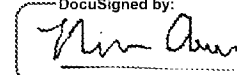
**NECTAR BRAND LLC**

By:   
Name: Nikhil Abraham  
Title: Chief Financial Officer

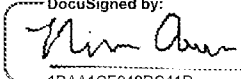
**LEVEL SLEEP BRAND LLC**

By:   
Name: Nikhil Abraham  
Title: Chief Financial Officer

**DREAMCLOUD (US) HOLDINGS, INC.**

By:   
Name: Nikhil Abraham  
Title: Chief Executive Officer, President, Chief Financial Officer, Secretary

**DREAMCLOUD CANADA LLC**

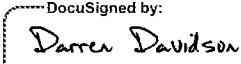
DocuSigned by:  
  
By: \_\_\_\_\_  
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Name: Nikhil Abraham

Title: Chief Executive Officer of DreamCloud (US) Holdings Inc., the Manager of DreamCloud Canada LLC

**BANK:**

**SILICON VALLEY BANK**

DocuSigned by:  
  
By: \_\_\_\_\_  
A3EAC7E9A2040F...

Name: Darren Davidson

Title: Director

EXHIBIT A

Copyrights

N/A



EXHIBIT B

Patents

N/A

EXHIBIT C

## Trademarks

<u>Mark</u>	<u>Country</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. Number</u>	<u>Status</u>	<u>Registrant</u>
1771 LIVING (and design)-	United Kingdom	23-Oct-2019	UK0000343 8757			Registered	Nectar Sleep Ltd.
1771 LIVING	United Kingdom	23-Oct-2019	UK0000343 8752			Registered	Nectar Sleep Ltd.
AWARA	Canada	16-Sep-2019	1985251			Pending	Resident Home LLC
AWARA	China	19-Sep-2019	41134807	7-Aug-2020	41134807	Registered	Resident Home LLC
AWARA	China	19-Sep-2019	41134806	7-Aug-2020	41134806	Pending	Resident Home LLC
AWARA	China	19-Sep-2019	41134805	7-Aug-2020	41134805	Registered	Resident Home LLC
AWARA	EUTM	17-Sep-2019	018125113	26-Feb-2020	018125113	Registered	Resident Home LLC
AWARA	Japan	19-Sep-2019	2019123310			Pending	Resident Home LLC
AWARA	United Kingdom	17-Sep-2019	3429167	17-Jan-2020	3429167	Registered	Resident Home LLC
AWARA	United States	21-Mar-2019	88350978			Pending	Resident Home LLC
CLOVERLANE	United States	20-Sept-2019	88625662			Abandoned	
DREAM CLOUD	United States	2-Jul-2010	85076979	29-Nov-2011	4064244	Registered	Resident Home LLC
DREAMCLOUD	Canada	26-Mar-2018	1890257			Pending	Resident Home LLC
DREAMCLOUD	China	30-Jul-2018	32556647A	21-Aug-2019	32556647A	Registered	Resident Home LLC
DREAMCLOUD	China	30-Jul-2018	32556645	7-Sep-2019	32556645	Registered	Dreamcloud Holdings LLC
DREAMCLOUD	China	30-Jul-2018	32556646			Pending	Dreamcloud Holdings LLC
DREAMCLOUD	China	26-Apr-2019	37802925			Pending	
DREAMCLOUD	China	26-Apr-2019	37802924			Pending	
DREAMCLOUD	France	25-Sep-2018	4485726	18-Jan-2019	184485726	Registered	Dreamcloud Holdings LLC
DREAMCLOUD	Germany	26-Sep-2018	3020180234 387	5-Nov-2018	302018023438	Registered	Dreamcloud Holdings LLC
DREAMCLOUD	Italy	25-Sep-2018	3020180000 30516	6-May-2019	302018000030 516	Registered	Dreamcloud Holdings LLC

DREAMCLOUD	Japan	15-May-2018	2018062452	11-Jan-2019	6112808	Registered	Dreamcloud Holdings LLC
DREAMCLOUD	Spain	26-Sep-2018	3736581	16-May-2019	3736581	Registered	Dreamcloud Holdings LLC
DREAMCLOUD	United Kingdom	13-Apr-2018	3303782	31-Aug-2018	3303782	Registered	Dreamcloud Holdings LLC
FOREVER WARRANTY	Canada	23-Mar-2018	1889921			Pending	Resident Home LLC
FOREVER WARRANTY	China	30-Jul-2018	32556650	14-Jun-2019	32556650	Registered	Resident Home LLC
FOREVER WARRANTY	Japan	15-May-2018	2015062454			Abandoned	Resident Home LLC
FOREVER WARRANTY	United States	9-Mar-2018	87827602	30-Oct-2018	5595001	Registered	Resident Home LLC
	United Kingdom	5-Jun-2018	3315474	31-Aug-2018	3315474	Registered	Dreamcloud Holdings LLC
LUXELY	EUTM	8-Aug-2019	018105111	21-Dec-2019	018105111	Registered	Nectar Sleep Ltd.
NECTAR	China	30-Jul-2018	32556648			Pending	Dreamcloud Holdings LLC
NECTAR	China	31-Jul-2018	32556649			Pending	Dreamcloud Holdings LLC
NECTAR	China	31-Jul-2018	32612854			Pending	Dreamcloud Holdings LLC
NECTAR	China	31-Jul-2018	32612855			Pending	Dreamcloud Holdings LLC
NECTAR	China	31-Jul-2018	32612856			Pending	Dreamcloud Holdings LLC
NECTAR	China	1-Aug-2018	32612857			Pending	Dreamcloud Holdings LLC
NECTAR	China	1-Aug-2018	32612858			Pending	Dreamcloud Holdings LLC
NECTAR	EUTM	27-Mar-2018	017880350			Pending	Dreamcloud Holdings LLC
NECTAR	Japan	15-May-2018	2018062453	1-Mar-2019	6126148	Registered	Dreamcloud Holdings LLC
NECTAR	United States	2-Mar-2018	87818822	23-Jul-2019	5810101	Registered	Resident Home LLC
NECTAR	United States	2-Mar-2018	87818824	10-Mar-2020	6008483	Registered	Resident Home LLC

NECTAR	United Kingdom	27-Mar-2018	3299758		3299758	Registered	Resident Home LLC
NECTAR SLEEP	EUTM	16-Aug-2018	17944714		17944714	Registered	Resident Home LLC
NECTAR SLEEP	United Kingdom	16-Aug-2018	3332109		3332109	Registered	Resident Home LLC
	United Kingdom	2-Jul-2020	3507390		3507390	Registered	Resident Home LLC
RESIDENT	Canada	9-Sep-2019	1984117			Pending	Resident Home LLC
RESIDENT	EUTM	13-Sep-2019	018124802	6-Mar-2020	018124802	Registered	Resident Home LLC
RESIDENT	Japan	13-Sep-2019	2019121411			Pending	Resident Home LLC
RESIDENT	United Kingdom	2-Jul-2020	3507399		3507399	Registered	Resident Home LLC
RESIDENT	United Kingdom	11-Sep-2019	3427936	29-Nov-2019	3427936	Registered	Resident Home LLC
RESIDENT	United States	14-Mar-2019	88339911			Pending	Resident Home LLC
RESIDENT HOME	China	11-Sep-2019	40970628			Pending	Resident Home LLC
SMART SLEEP BY NECTAR	EUTM	13-Sep-2018	17955059		17955059	Registered	Resident Home LLC
SMART SLEEP BY NECTAR	EUTM	13-Sep-2018	17955061		17955061	Registered	Resident Home LLC
SMART SLEEP BY NECTAR	United Kingdom	13-Sep-2018	3338391		3338391	Registered	Resident Home LLC
SMART SLEEP BY NECTAR	United Kingdom	13-Sep-2018	3338394		3338394	Registered	Resident Home LLC
SWEET DREAMS DELIVERED	United States	30-Mar-2018	87857412			Pending	Resident Home LLC
WOVENLY	Canada	9-Sep-2019	1984193			Pending	Resident Home LLC
WOVENLY	China	11-Sep-2019	40970630	7-Jul-2020	40970630	Registered	Resident Home LLC
WOVENLY	China	11-Sep-2019	40970629	28-Jul-2020	40970629	Registered	Resident Home LLC
WOVENLY	EUTM	11-Sep-2019	018123173	6-Mar-2020	018123173	Registered	Resident Home LLC
WOVENLY	Japan	10-Sep-2019	2019121411			Pending	Resident Home LLC
WOVENLY	Japan	10-Sep-2019	2019119878			Pending	Resident Home LLC
WOVENLY	United Kingdom	11-Sep-2019	3427812	17-Jan-2020	3427812	Registered	Resident Home LLC
WOVENLY	United States	11-Mar-2019	88335247			Pending	Resident Home LLC

EXHIBIT D

Mask Works

N/A