

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1134606

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900841489		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EHOB, LLC		12/18/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Company Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4484785	HYDRO-CUSHION	
Registration Number:	4598958	POSITION PERFECT	
Registration Number:	5803344	COMFORTTOP	
Registration Number:	5885822	ATR	
Registration Number:	5885823	ATR+	
Registration Number:	4850737	TRUVUE	
Registration Number:	1371161	E.H.O.B.	
Registration Number:	6103947		
Registration Number:	6456062	HOLES THROUGH AND THROUGH	
Registration Number:	3389513	WAFFLE FOOTHOLD	
Registration Number:	7106585	EHOB	
Registration Number:	7106587	FOOTHOLD	
Registration Number:	7106582	ATR+	
Registration Number:	7106588	WAFFLE	
Registration Number:	7106584	E	
Registration Number:	7106586	EHOB	
Registration Number:	1668406	WAFFLE	
Serial Number:	97612420	BAM	

Property Type	Number	Word Mark
Serial Number:	97612441	BAM SHEET
Serial Number:	97830788	POSITION PERFECT WEDGES
Serial Number:	97816961	TRUVUE

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser

Address Line 1: 1075 Peachtree Street, 35th Floor

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236.0210
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	Carol Fraser
DATE SIGNED:	04/01/2024

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2023, is made by EHOB, LLC, an Indiana limited liability company ("Grantor"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 18, 2023 by and among (i) EHOB Holdco LLC, a Delaware limited liability company ("Holdings"), (ii) EHOB Acquisition LLC, a Delaware limited liability company ("EHOB Acquisition"), (iii) immediately after giving effect to the Closing Date Acquisition, EHOB, LLC, an Indiana limited liability company ("EHOB" and together with EHOB Acquisition, their successors and permitted assigns, collectively the "Borrowers" and each a "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Revolver Agent and as Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

EHOB, LLC, as Grantor

By: 

Name: Dan Quinn

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name:

Title:

CONA/EHOB
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008385 FRAME: 0334

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.

Very truly yours,

EHOB, LLC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Terrence Knapp
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

182762146

TRADEMARK
REEL: 008385 FRAME: 0336

Trademarks owned by EHOB, LLC

Trademark	Country	Application No.	Registration No.	Registration Date
威博	CN	1153073	1153073	2/21/1998
EHOB	CN	8218805	8218805	4/28/2011
WAFFLE	CN	8218804	8218804	4/28/2011
TruVue	CN	G1278227	G1278227	N/A
HYDRO-CUSHION	US	86006160	4484785	2/18/2014
POSITION PERFECT	US	86126471	4598958	9/2/2014
WAFFLE FOOthOLD	CA	1351568	TMA734263	2/11/2009
COMFORTTOP	US	87912768	5803344	7/16/2019
ATR	US	87429323	5885822	10/15/2019
ATR+	US	87429333	5885823	10/15/2019
TRUVUE	US	86583791	4850737	11/10/2015
E.H.O.B.	US	73526948	1371161	11/19/1985
[Color beige]	US	88743875	6103947	7/14/2020
TRUVUE	AU	1278227	1278227	9/28/2015

Trademark	Country	Application No.	Registration No.	Registration Date
TRUVUE	BX	1278227	1278227	9/28/2015
TRUVUE	CH	1278227	1278227	9/28/2015
TRUVUE	ES	1278227	1278227	9/28/2015
TRUVUE	FI	1278227	1278227	11/2/2016
TRUVUE	IT	1278227	1278227	9/28/2015
TRUVUE	NO	1278227	1278227	9/28/2015
TRUVUE	SE	1278227	1278227	9/28/2015
TRUVUE	UK	1278227	1278227	9/28/2015
TRUVUE	FR	1278227	1278227	9/28/2015
TRUVUE	DE	1278227	1278227	9/28/2015
TRUVUE	IE	1278227	1278227	9/28/2015
WAFFLE	EU	256727	256727	12/22/1998
HOLES THROUGH AND THROUGH	US	87892688	6456062	8/17/2021
WAFFLE FOOTHOLD	IE	2007/01436	237020	6/14/2007
WAFFLE FOOTHOLD	UK	UK00002458456	UK00002458456	11/16/2007
WAFFLE FOOTHOLD	US	77063030	3389513	2/26/2008

Trademark	Country	Application No.	Registration No.	Registration Date
EHOB	US	97442207	7106585	7/11/2023
FOOTHOLD	US	97442231	7106587	7/11/2023
ATR+	US	97442187	7106582	7/11/2023
WAFFLE	US	97442258	7106588	7/11/2023
E	US	97442199	7106584	7/11/2023
EHOB	US	97442225	7106586	7/11/2023
TRUVUE	CA	1748147	1064753	11/29/2019
E.H.O.B. with Katakana	JP	S62-049139	2247857	7/30/1990
WAFFLE MATTRESS with Katakana	JP	S62-049138	2247856	7/30/1990
WAFFLE	US	74104470	1668406	12/17/1991
EHOB CAIR	CA	1748145	TMA991843	3/5/2018
WAFFLE CAIR	CA	1748146	TMA991832	3/5/2018
BAM	US	97612420	N/A	N/A
BAM SHEET	US	97612441	N/A	N/A
POSITION PERFECT WEDGES & Design	US	97830788	N/A	N/A
TRUVUE & Design	US	97816961	N/A	N/A

Trademark	Country	Application No.	Registration No.	Registration Date
WAFFLE	UK	UK00900256727	UK00900256727	12/22/1998
TRUVUE	WIPO	1278227	1278227	9/28/2015