

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOVA COMFORT, INC.		05/03/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ALTER DOMUS (US) LLC		
Street Address:	225 WEST WASHINGTON ST., 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98416356	KOVA	
Serial Number:	98404954	KOVA	
CORRESPONDENCE DATA			
Fax Number:	2028878242		
<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:	2028874000		
Email:	mbeyene@akingump.com,DC_IPDocketing@akingump.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 2:	2001 K Street N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	696427.0002		
NAME OF SUBMITTER:	MUSSIE BEYENE		
SIGNATURE:	MUSSIE BEYENE		
DATE SIGNED:	05/03/2024		
Total Attachments: 4			
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CH \$65.00.00 98416356

REFERENCE IS MADE TO THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT, DATED AS OF MAY 3, 2024, BETWEEN ALTER DOMUS (US) LLC, AS PRIORITY LIEN AGENT (AS DEFINED THEREIN), ODYSSEY REINSURANCE COMPANY, AS ODYSSEY SECOND LIEN AGENT (AS DEFINED THEREIN) AND MRB ENTERPRISES LLC, AS MRB SECOND LIEN AGENT (AS DEFINED THEREIN) (THE "A&R INTERCREDITOR AGREEMENT"). EACH HOLDER OF ANY SECOND LIEN OBLIGATIONS (AS DEFINED IN THE A&R INTERCREDITOR AGREEMENT) (I) CONSENTS TO THE SUBORDINATION OF LIENS AS PROVIDED FOR IN THE A&R INTERCREDITOR AGREEMENT, (II) AGREES THAT IT WILL BE BOUND BY, AND WILL TAKE NO ACTIONS CONTRARY TO, THE PROVISIONS OF THE A&R INTERCREDITOR AGREEMENT AND (III) AUTHORIZES AND INSTRUCTS THE SECOND LIEN AGENTS ON BEHALF OF EACH SECOND LIEN SECURED PARTY (EACH TERM AS DEFINED THEREIN) TO ENTER INTO THE A&R INTERCREDITOR AGREEMENT AS SECOND LIEN AGENTS ON BEHALF OF THE APPLICABLE SECOND LIEN SECURED PARTIES. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE PRIORITY CREDIT AGREEMENT (AS DEFINED IN THE A&R INTERCREDITOR AGREEMENT) TO EXTEND CREDIT TO ONX AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE A&R INTERCREDITOR AGREEMENT.

NOTICE OF
GRANT OF SECURITY INTEREST IN
TRADEMARKS

May 3, 2024

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to the Guaranty and Collateral Agreement, dated as of December 4, 2023 (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement"), among the undersigned and each of the other Grantors from time to time party thereto (each, a "Grantor" and, collectively, the "Grantors") and Alter Domus (US) LLC, as collateral agent for the Secured Parties referenced therein (in such capacity, together with any successor, the "Collateral Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Agreement).

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

Each of the parties hereto has caused a counterpart of this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

GRANTOR:

KOVA COMFORT, INC.

By: DocuSigned by:
Alejandro Castro
A995525A3E6C43D... _____

Name: Alejandro Castro

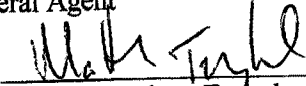
Title: Chief Financial Officer

Acknowledged and Accepted:

COLLATERAL AGENT:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:


Name: Matthew Trybula
Title: Associate Counsel

[Trademark IP Security Agreement – KOVA Comfort]

TRADEMARK
REEL: 008420 FRAME: 0138

Schedule 1

Title	Application No.	Registration No.	Registration Date	Status	Owner	Next Renewal Date
KOVA	98416356	N/A	N/A	Pending	KOVA COMFORT, INC.	N/A
KOVA	98404954	N/A	N/A	Pending	KOVA COMFORT, INC.	N/A