

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1212174

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sealy Mattress Corporation		04/09/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Sealy Mattress Company		
<b>Street Address:</b>	One Office Parkway		
<b>City:</b>	Trinity		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27370		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7356807	INTELLIFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(502)290-3492		
<b>Email:</b>	acahill@vctfirm.com,sstevens@vctfirm.com		
<b>Correspondent Name:</b>	Ms. Amy Sullivan Cahill		
<b>Address Line 1:</b>	2303 River Road		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40206		
<b>ATTORNEY DOCKET NUMBER:</b>	Tempur		
<b>NAME OF SUBMITTER:</b>	Sallie Stevens		
<b>SIGNATURE:</b>	Sallie Stevens		
<b>DATE SIGNED:</b>	05/06/2024		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARK AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK AGREEMENT** (“Agreement”), dated and effective as of April 9, 2024 (the “Effective Date”), is made by and between Tempur World, LLC, a Delaware limited liability company (“Tempur World”); Tempur-Pedic Management, LLC, a Delaware limited liability company (“Tempur-Pedic Management”); Sealy Mattress Corporation, a Delaware corporation; Sealy Mattress Company, an Ohio corporation; The Ohio Mattress Company Licensing & Components Group, a Delaware corporation (“OMCLCG”); and Sealy Technology, LLC, a North Carolina limited liability company (“Sealy Tech”).

### RECITALS

WHEREAS, Tempur World is the sole and exclusive owner of the trademark INTELLIFLEX, used with and without design elements, in connection with retail bedding, mattress and bedding accessory store services as further outlined in Exhibit A, which is incorporated by reference as if fully set forth herein (the “Mark”); and

WHEREAS, the Mark is valued at \$2,000.00 USD; and

WHEREAS, Tempur World desires by means of this Agreement to assign, convey, transfer and deliver to Tempur-Pedic Management by way of a capital contribution all of Tempur World's rights in the Mark; and

WHEREAS, Tempur-Pedic Management desires by means of this Agreement to assign, convey, transfer and deliver to Sealy Mattress Corporation by way of a capital contribution, all of Tempur-Pedic Management's rights in the Mark; and

WHEREAS, Sealy Mattress Corporation, desires by means of this Agreement to assign, convey, transfer and deliver to Sealy Mattress Company by way of a capital contribution all of Sealy Mattress Corporation's rights in the Mark; and

WHEREAS, Sealy Mattress Company desires by means of this Agreement to assign, convey, transfer and deliver to OMCLCG by way of a capital contribution all of Sealy Mattress Company's rights in the Mark; and

WHEREAS, OMCLCG desires by means of this Agreement to assign, convey, transfer and deliver to Sealy Tech all of OMCLCG's rights in the Mark.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tempur World hereby assigns, conveys, transfers and delivers to Tempur-Pedic Management by way of a capital contribution all of Tempur World's rights in the Mark.

2. Tempur-Pedic Management hereby assigns, conveys, transfers and delivers to Sealy Mattress Corporation by way of a capital contribution all of Tempur-Pedic Management's rights in the Mark.

3. Sealy Mattress Corporation, hereby assigns, conveys, transfers and delivers to Sealy Mattress Company by way of a capital contribution all of Sealy Mattress Corporations rights in the Mark; and

4. Sealy Mattress Company hereby assigns, conveys, transfers and delivers to OMCLCG by way of a capital contribution all of Sealy Mattress Company's rights in the Mark.

5. OMCLCG hereby assigns, conveys, transfers and delivers to Sealy Tech all of OMCLCG's rights in the Mark along with the Registrations, by way of a capital contribution, the same to be held and enjoyed by Sealy Tech for its own use, and for the term or terms for which said Registrations have been, and will be, registered as fully and entirely as the same would have been held and enjoyed by Tempur World, including all rights to injunctive relief, damages or profits, due or accrued, of said Mark, and the right to sue for and recover the same in its, Sealy Tech's, own name.

6. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable any other provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

7. Following the execution of this Agreement, each party shall perform such acts and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

8. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties through their authorized representatives have caused this Agreement to be executed as of the Effective Date above written.

**TEMPUR WORLD, LLC  
LLC**

**TEMPUR-PEDIC MANAGEMENT,  
LLC**

By:   
Bhaskar Rao, EVP & CFO

By:   
Bhaskar Rao, EVP & CFO


**SEALY MATTRESS CORPORATION**

**SEALY MATTRESS COMPANY**

By:   
Bhaskar Rao, EVP & CFO

By:   
Bhaskar Rao, EVP & CFO

**THE OHIO MATTRESS COMPANY LICENSING & COMPONENTS GROUP**

By:   
Bhaskar Rao, EVP & CFO

**SEALY TECHNOLOGY, LLC**

By:   
Bhaskar Rao, EVP & CFO

EXHIBIT A

ASSIGNED REGISTRATION

**United States of America**  
United States Patent and Trademark Office

**INTELLIFLEX**

**Reg. No. 7,356,807**  
**Registered Apr. 09, 2024**  
**Int. Cl.: 20**  
**Trademark**  
**Principal Register**

Tempur World, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1000 Tempur Way  
Lexington, KENTUCKY 40511

CLASS 20: Mattresses; seat cushions; pillows; cushions; bed frames; bed bases;  
mattress toppers; seating cushions; sofas; sleeper sofas; headboards; bed foundations;  
adjustable bed foundations

FIRST USE 10-5-2022; IN COMMERCE 11-1-2022

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO  
ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 97-540,627. FILED 08-09-2022



*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office

