

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Patent Security Agreement (Supplement)																														
CONVEYING PARTY DATA																															
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Application Number:	61778775
Application Number:	13795951
Application Number:	61777468
Application Number:	61775794
Application Number:	61774808

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	08/08/2013

Total Attachments: 6

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**PATENT SECURITY AGREEMENT
(Supplement)**

THIS PATENT SECURITY AGREEMENT, dated as of August 8, 2013 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Patent Security Agreement**") is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the "**Grantors**") in favor of Bank of America, N.A. as Collateral Agent (in such capacity, together with any successor collateral agent appointed pursuant to Article 10 of the Credit Agreement or otherwise, the "**Collateral Agent**") for the ratable benefit of the holders of the Secured Obligations (as hereinafter defined).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Patent Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (formerly known as Tempur-Pedic International Inc.), Tempur-Pedic Management, LLC, Tempur-Pedic North America, LLC and Tempur Production USA, LLC, each as a Borrower, the Guarantors (as defined therein), the Lenders (as defined therein) and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to a Credit Agreement dated as of December 12, 2012 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "**Credit Agreement**");

WHEREAS, the Grantors and the Collateral Agent are parties to a Security Agreement dated as of March 18, 2013 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**") to, among other things, secure the obligations of the Grantors under the Credit Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Security Agreement) of the Grantor to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office (the "**USPTO**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor's Patents referred to on Schedule I hereto, including all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the "Patent Collateral").

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Patent Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Patent Security Agreement to produce or account for more than one such counterpart. This Patent Security Agreement and any claim, controversy or dispute arising under or related to this Patent Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as August 8, 2013.

TEMPUR-PEDIC MANAGEMENT, LLC

By: William H Poche
Name: William H. Poche
Title: Treasurer and Assistant Secretary

SEALY TECHNOLOGY LLC

By: Dale E Williams
Name: Dale E. Williams
Title: Executive Vice President and Chief Financial Officer

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as August 8, 2013.

TEMPUR-PEDIC MANAGEMENT, LLC

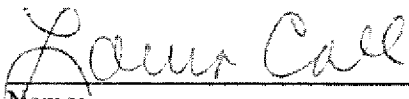
By: _____
Name: William H. Poche
Title: Treasurer and Assistant
Secretary

SEALY TECHNOLOGY LLC

By: _____
Name: Dale E. Williams
Title: Executive Vice President and
Chief Financial Officer

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: **Laura Call**
Title: **Assistant Vice President**

**Schedule 1
to Patent
Security Agreement
For the period between
April 1, 2013 through
June 30, 2013**

PATENTS AND DESIGN PATENTS

Owner	Title	Patent No.	Issued
None.			

PATENT AND DESIGN PATENT APPLICATIONS

Owner	Title	Serial No.	Date
Tempur-Pedic Management, LLC	DISTRIBUTED THERMOELECTRIC HEATING AND COOLING INTEGRATED INTO A VISCO-ELASTIC MATTRESS	61/836,268	6/18/13
Tempur-Pedic Management, LLC	SHORTER PATH AIRFLOW FOR HEATED/COOLED BED WITHOUT REQUIRING RETICULATED INSERTS	61/836,245	6/18/13
Tempur-Pedic Management, LLC	RETICULATED MATERIAL BODY SUPPORT AND METHOD	13/862,556	4/15/13
Tempur-Pedic Management, LLC	FOAM COMPOSITE AND METHODS OF MAKING THE SAME	PCT/US2013/032018	3/15/13
Sealy Technology LLC	ENGINEERED FOAMS AND FOAM MATTRESS CONSTRUCTIONS	PCT/US13/23151	3/15/13
Sealy Technology LLC	LATEX FOAM PILLOW CONSTRUCTS	61/791,583	3/15/13
Sealy Technology LLC	LATEX FOAM WITH GEL MATERIAL	61/790,154	3/15/13
Sealy Technology LLC	DIGITALLY CONTROLLED SLEEP SYSTEMS	61/784,580	3/14/13

A/75661470.3

Sealy Technology LLC	INNERSPRING ASSEMBLY MANUFACTURING MACHINERY WITH SELECTABLE COIL ORIENTATION	61/784,196	3/14/13
Sealy Technology LLC	ENCASED COIL INNERSPRINGS WITH ALTERNATING COIL SPRING ORIENTATIONS	61/784,085	3/14/13
Sealy Technology LLC	INNERSPRINGS WITH ALTERNATING COIL SPRING ORIENTATIONS	13/827,387	3/14/13
Sealy Technology LLC	INNERSPRING DISPLAY AND DEMONSTRATION DEVICE	61/781,762	3/14/13
Sealy Technology LLC	MATTRESS W/ HEATING & COOLING SOURCE AND GEL INSERT	13/804/190	3/14/13
Sealy Technology LLC	CONTINUOUS LATEX FOAM MANUFACTURING EQUIPMENT AND MACHINERY	61/778,834	3/13/13
Sealy Technology LLC	CONTINUOUS PROCESS LATEX CORE AND TOPPER IMPROVEMENTS	61/778,775	3/13/13
Sealy Technology LLC	AIR FLOW MATTRESS CONSTRUCTIONS AND VARIABLE DENSITY MATTRESS CORES	13/795,951	3/12/13
Sealy Technology LLC	LATEX FOAM CONSTRUCTIONS WITH LATEX ADHESIVE	61/777,468	3/12/13
Sealy Technology LLC	LATEX MATTRESS CORES AND TOPPERS WITH FOAM ENCASEMENT	61/775,794	3/11/13
Sealy Technology LLC	LATEX FOAM PILLOW CONSTRUCTS	61/774,808	3/8/13

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