

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2746365

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (SUPPLEMENT)																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>TEMPUR-PEDIC MANAGEMENT, LLC</td> <td>02/07/2014</td> </tr> <tr> <td>SEALY TECHNOLOGY LLC</td> <td>02/07/2014</td> </tr> </tbody> </table>		Name	Execution Date	TEMPUR-PEDIC MANAGEMENT, LLC	02/07/2014	SEALY TECHNOLOGY LLC	02/07/2014																						
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TEMPUR-PEDIC MANAGEMENT, LLC	02/07/2014																												
SEALY TECHNOLOGY LLC	02/07/2014																												
RECEIVING PARTY DATA																													
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT																												
Street Address:	901 MAIN STREET																												
Internal Address:	BANK OF AMERICA PLAZA																												
City:	DALLAS																												
State/Country:	TEXAS																												
Postal Code:	75202-3714																												
PROPERTY NUMBERS Total: 35																													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D690962</td> </tr> <tr> <td>Patent Number:</td> <td>D690538</td> </tr> <tr> <td>Application Number:</td> <td>14143003</td> </tr> <tr> <td>Application Number:</td> <td>29477525</td> </tr> <tr> <td>Application Number:</td> <td>14102633</td> </tr> <tr> <td>Application Number:</td> <td>29478127</td> </tr> <tr> <td>Application Number:</td> <td>29478132</td> </tr> <tr> <td>Application Number:</td> <td>29478139</td> </tr> <tr> <td>Application Number:</td> <td>29478147</td> </tr> <tr> <td>Application Number:</td> <td>29478150</td> </tr> <tr> <td>Application Number:</td> <td>29478154</td> </tr> <tr> <td>Application Number:</td> <td>29478156</td> </tr> <tr> <td>Application Number:</td> <td>29478159</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D690962	Patent Number:	D690538	Application Number:	14143003	Application Number:	29477525	Application Number:	14102633	Application Number:	29478127	Application Number:	29478132	Application Number:	29478139	Application Number:	29478147	Application Number:	29478150	Application Number:	29478154	Application Number:	29478156	Application Number:	29478159
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Application Number:	29478027
Application Number:	29478028
Application Number:	29478031
Application Number:	29478032
Application Number:	29478034
Application Number:	29478036
Application Number:	29478038
Application Number:	29478041
Application Number:	29478166
Application Number:	29478167
Application Number:	29478169
Application Number:	29478163
Application Number:	29478164
Application Number:	29478162
Application Number:	14145876
Application Number:	14145863
Application Number:	14145854
Application Number:	14145867

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	F148680
NAME OF SUBMITTER:	SONYA JACKMAN
Signature:	/Sonya Jackman/
Date:	02/27/2014

Total Attachments: 6

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**PATENT SECURITY AGREEMENT
(Supplement)**

THIS PATENT SECURITY AGREEMENT, dated as of February 7, 2014 (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 1 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 of the date first above written.

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:

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Name: William H. Poche
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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: Thomas C. Kileasch Jr.
Name: Thomas C. Kileasch Jr.
Title: SVP

**Schedule 1
to Patent
Security Agreement
For Q4 / 2013**

PATENTS AND DESIGN PATENTS

<u>Owner</u>	<u>App Title</u>	<u>Filed Date</u>	<u>App No.</u>	<u>Registration Date</u>	<u>Patent No.</u>
Tempur-Pedic Management, LLC	MATTRESS	19 Sep 2012	29/432,696	08 Oct 2013	D690,962
Tempur-Pedic Management, LLC	Design Protection of Cover with Diagonal Lines - New Original Basic	09 Oct 2012	29/434,040	01 Oct 2013	D690,538

PATENT AND DESIGN PATENT APPLICATIONS

<u>Owners</u>	<u>App Title</u>	<u>Filed Date</u>	<u>App No.</u>
Sealy Technology, LLC	Mattress Package (End Caps)	30 Dec 2013	14/143,003
Tempur-Pedic Management, LLC	Greek Key Textile Design -	23 Dec 2013	29/477,525
Tempur-Pedic Management, LLC	Self Adjustment Stiffness & comfort Visco-Spring Systems	11 Dec 2013	14/102,633
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,127
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,132
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,139
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,147
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,150
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,154
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,156
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,159
Tempur-Pedic Management, LLC	ZIPPER PULL	31 Dec 2013	29/478,160
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,022
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,024
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,026
Tempur-Pedic	MATTRESS COVER DESIGN	30 Dec 2013	29/478,027

<u>Owners</u>	<u>App Title</u>	<u>Filed Date</u>	<u>App No.</u>
Management, LLC			
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,028
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,031
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,032
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,034
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,036
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,038
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	30 Dec 2013	29/478,041
Tempur-Pedic Management, LLC	MATTRESS COVER ASSEMBLY	31 Dec 2013	29/478,166
Tempur-Pedic Management, LLC	MATTRESS COVER ASSEMBLY	31 Dec 2013	29/478,167
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,169
Tempur-Pedic Management, LLC	MATTRESS COVER DESIGN	31 Dec 2013	29/478,163
Tempur-Pedic Management, LLC	MATTRESS COVER ASSEMBLY AND BRAND TAG	31 Dec 2013	29/478,164
Tempur-Pedic Management, LLC	MATTRESS ALIGNMENT SYSTEM	31 Dec 2013	29/478,162
Tempur-Pedic Management, LLC	COVER ASSEMBLIES FOR MATTRESSES	31 Dec 2013	14/145,876
Tempur-Pedic Management, LLC	COVER ASSEMBLIES FOR MATTRESSES	31 Dec 2013	14/145,863
Tempur-Pedic Management, LLC	COVER ASSEMBLIES FOR MATTRESSES	31 Dec 2013	14/145,854
Tempur-Pedic Management, LLC	COVER ASSEMBLIES FOR MATTRESSES	31 Dec 2013	14/145,867