

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2927490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
KINGSDOWN, INCORPORATED	06/30/2014

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	6571192
Patent Number:	6585328
Patent Number:	6741950
Patent Number:	6874215
Patent Number:	7631381
Patent Number:	7484282
Patent Number:	8341784
Patent Number:	8341786
Patent Number:	8620615
Patent Number:	RE41809
Application Number:	12867723
Application Number:	12919189
Application Number:	12920307
Application Number:	13712351
Application Number:	13712213
Application Number:	13700064
Application Number:	14232794
Application Number:	14168601

CORRESPONDENCE DATA

Fax Number: (215)832-5619

PATENT

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: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14039
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/07/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 40

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of June 30, 2014, is made by **KINGSDOWN, INCORPORATED**, a North Carolina corporation ("Grantor"), with an address at 126 W Holt Street, Mebane, North Carolina 27302, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at One Piedmont Town Center, 4720 Piedmont Row Drive, Suite 300, Charlotte, North Carolina 28210, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent").

WITNESETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantor (together with each Person joined thereto from time to time as a borrower, collectively, the "Borrowers", and each a "Borrower"), the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), and Agent. Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets, including without limitation, all of Grantor's Intellectual Property and specifically including all of Grantor's registered United States patents, trademarks and copyrights and all of Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party,

a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) 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

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to the Borrowers under the Credit Agreement or any Other Document are terminated (the "Termination").

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit

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

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new US Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, at any time thereafter and until the Termination, to execute in the name of Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon

the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and cannot be revoked until the Termination.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of North Carolina. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the

extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

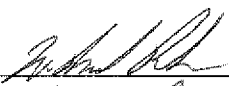
GRANTOR:

KINGSDOWN, INCORPORATED

By: Frank A. Hood
Name: Frank A. Hood
Title: President / CEO

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: W. Scott Brown
Title: VP

Schedule 1
to
Intellectual Property Security Agreement
PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:

See attached

2. Grantor's trademarks:

See attached

3. Grantor's copyrights:

None

U.S. Patents

U.S. Patent No.	Application No.	Issue Date	Title
6571192	09/722,592	5/27/03	Automatic mattress selection system
6585328	09/544,958	7/1/03	Customized mattress evaluation system
6741950	10/346,117	5/25/04	Automatic mattress selection system
6874215	10/403,524	4/5/05	Method of making mattresses
7631381	11/577,141	12/15/09	Mattress having foam encasement and method of making the same
7484282	11/097,388	2/3/09	Method of making mattresses
8341784	12/867,684	1/1/13	Apparatuses And Methods For Automatic Pillow Adjustment
8341786	12/867,690	1/1/13	Apparatuses And Methods Providing Variable Support And Variable Comfort Control Of A Sleep System And Automatic Adjustment Thereof
8620615	12/867,740	12/31/13	Apparatuses And Methods For Evaluating A Person For A Sleep System
RE41809	12/019,343	10/5/10	Automatic mattress selection system

Pending U.S. Patent Applications

U.S. Publication No.	Application No.	Filing Date	Title
20110004354	12/867,723	8/13/10	Methods and apparatuses for testing a sleep support member
20110010014	12/919,189	8/24/10	Systems and methods for controlling a bedroom environment and for providing sleep data
20110041592	12/920,307	8/30/10	Methods and apparatuses for comfort/support analysis of a sleep support member
20130174347	13/712,351	12/12/12	Apparatuses and methods providing variable support and variable comfort control of a sleep system and automatic adjustment thereof
20130160212	13/712,213	12/12/12	Apparatuses and methods providing variable support and variable comfort control of a sleep system and automatic adjustment thereof
20130232699	13/700,064	11/26/12	Independent mattress units with transition zone
	14/232,794	1/14/14	Foam mattress with progressive support characteristics and method for manufacturing the same
	14/168,601	1/30/14	Apparatuses and methods for measured sleep alarm signaling

Client: **KINGSDOWN, INC.**
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S14960	ARCTIC WAVE	20	85/156,359	10/19/2010				Published
GOODS/SERVICES: 20: Foam inlay sold as an integral component of a mattress									
United States	S10159	BECAUSE HEALTHY SLEEP CAN'T START EARLY ENOUGH	20	78/722,195	9/28/2005	3,478,030	7/29/2008	7/29/2018	Registered
GOODS/SERVICES: 20: Mattresses and box springs									
United States	S20682	BEDMATCH	09, 20	85/981,165	9/10/2010				Published
GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR 20: MATTRESSES AND BOX SPRINGS; PILLOWS									
United States	S14900	BEDMATCH	35	85/126,647	9/10/2010				Published
GOODS/SERVICES: 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; ONLINE RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES									
United States	S15576	BLU-TEK WITH COOL SUPPORT TECHNOLOGY	20	85/400,071	8/17/2011	4,134,671	5/1/2012	5/1/2022	Registered
GOODS/SERVICES: 20: mattresses and box springs									

PATENT

REEL: 033279 FRAME: 0575

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S15577	BLU-TEK WITH COOL SUPPORT TECHNOLOGY & Design	20	85/400,088	8/17/2011	4,134,673	5/1/2012	5/1/2022	Registered



GOODS/SERVICES:
 20: mattresses and box springs

United States	S11207	BODY BLEND	20	77/008,371	9/27/2006	3,303,276	10/2/2007	10/2/2017	Registered
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GOODS/SERVICES:
 20: Mattresses and box springs

United States	S11476	BODY ESSENTIAL	20	77/073,390	12/29/2006	3,419,286	4/29/2008	4/29/2018	Registered
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GOODS/SERVICES:
 20: Mattresses and box springs

United States	S5595	BODY MOTION	20	76/247,608	4/27/2001	2,592,911	7/9/2002	7/9/2022	Registered
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GOODS/SERVICES:
 20: mattresses and boxsprings

United States	S13671	BODY NATURAL	20	77/655,555	1/23/2009	3,794,293	5/25/2010	5/25/2020	Registered
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GOODS/SERVICES:
 20: Mattresses and box springs


Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S5917	BODY PERFECT	20	78/079,572	8/16/2001	2,990,187	8/30/2005	8/30/2015	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3370	BODY PROFILE	09, 20	75/737,476	6/25/1999	2,422,867	1/23/2001	1/23/2021	Registered
		GOODS/SERVICES: 09: bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof 20: mattresses and boxsprings							
United States	S14938	Body Signature	20	85/145,285	10/5/2010				Published
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S3371	BODY SYSTEM	20	74/017,795	1/10/1990	1,654,338	8/20/1991	8/20/2021	Registered
		GOODS/SERVICES: 20: beds, mattresses and boxsprings							
United States	S11482	BODYADVANCE	20	77/075,141	1/3/2007	3,463,115	7/8/2008	7/8/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs not intended for use in health care facilities							

PATENT

REEL: 033279 FRAME: 0577

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13073	BodyCaress (Stylized)	20	77/448,350	4/15/2008	3,628,399	5/26/2009	5/26/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
									
United States	S11424	BODYDIAGNOSTICS	09	77/061,476	12/11/2006	3,419,236	4/29/2008	4/29/2018	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a mattress and box spring, a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							
United States	S11280	BODYDIAGNOSTICS	20	77/033,294	10/31/2006	3,419,100	4/29/2008	4/29/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S11419	BODYDUET	20	77/059,125	12/7/2006	3,419,224	4/29/2008	4/29/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S11279	BODYPREMIER	20	77/033,291	10/31/2006	3,472,877	7/22/2008	7/22/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							

PATENT

REEL: 033279 FRAME: 0578






Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S11996	BODYSYSTEM PLUS	20	77230,595	7/16/2007	3,406,414	4/1/2008	4/1/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S14961	CHILLY WAVE	20	85156,370	10/19/2010	4,143,570	5/15/2012	5/15/2022	Registered
		GOODS/SERVICES: 20: Foam inlay sold as an integral component of a mattress							
United States	S15260	ColorMatch	09, 20	85278,684	3/28/2011	4,248,319	11/27/2012	11/27/2022	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor 20: Mattresses and box springs							
United States	S15041	COMFORTMATCH	20	78777,268	12/20/2005	3,220,851	3/20/2007	3/20/2017	Registered
		GOODS/SERVICES: 20: MATTRESSES, PILLOWS, AND MATTRESS TOPPERS							
United States	S14959	COOL WAVE	20	85156,326	10/19/2010	4,032,888	9/27/2011	9/27/2021	Registered
		GOODS/SERVICES: 20: Foam inlay sold as an integral component of a mattress							

PATENT

REEL: 033279 FRAME: 0579





Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S3375	CROWN DESIGN GOODS/SERVICES: 20: mattresses and boxsprings.	20	73/654,324	4/10/1987	1,464,598	11/10/1987	11/10/2017	Registered
									
United States	S3376	CROWN IMPERIAL GOODS/SERVICES: 20: mattresses	20	72/349,196	1/21/1970	906,191	1/19/1971	1/19/2021	Registered
									
United States	S7544	CUSHION CLOUD GOODS/SERVICES: 20: mattresses and boxsprings	20	76/515,324	5/19/2003	2,882,713	9/7/2004	9/7/2014	Registered
									
United States	S20199	Design (concentric circles) GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, sold as a unit for use in analyzing and evaluating individuals, namely, body ergonomics and sleep position, balancing the comfort and support needed, and automatically and continuously adjusts accordingly	09	86/116,881	11/12/2013				Published
									
United States	S20446	Design (concentric circles) GOODS/SERVICES: 20: Mattresses and box springs	20	86/116,927	11/12/2013				Published
									

PATENT

REEL: 033279 FRAME: 0580

Client: **KINGSDOWN, INC.**
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S14629	Design (Crown)	20	85/030,041	5/4/2010	3,999,363	7/19/2011	7/19/2021	Registered
		 GOODS/SERVICES: 20: Mattresses and box springs							
United States	S13878	Design (Human Stretching)	20	77/977,206	4/11/2008	3,648,766	6/30/2009	6/30/2019	Registered
		 GOODS/SERVICES: 20: Mattresses and box springs							
United States	S13069	Design (Human Stretching)	35, 41, 42	77/446,197	4/11/2008	4,091,259	1/24/2012	1/24/2022	Registered
		 GOODS/SERVICES: 35: Retail bedding, mattresses and bedding accessory store services; retail store services featuring bedding provided via a global computer network; business consulting services in the fields of sleep and bedding 41: Conducting workshops and seminars in the fields of sleep and bedding 42: Product development consultation in the fields of sleep and bedding							
United States	S16500	Design (Mattress side wrap)	20	85/821,326	1/11/2013				Pending
		 GOODS/SERVICES: 20: Mattress component, namely a see-through mesh or lace fabric layer which wraps around the sides of the mattress sold as an integral component of the mattress							
United States	S8186	DEUBLÉ	20	78/351,211	1/13/2004	2,928,861	3/1/2005	3/1/2015	Registered
		GOODS/SERVICES: 20: mattresses and box springs							

PATENT

REEL: 033279 FRAME: 0581

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S5629	DIAGNOSTIC SLEEP CENTER	35	76/252,970	5/7/2001	2,789,286	12/2/2003	12/2/2023	Registered
		GOODS/SERVICES: 35: retail bedding, mattresses and bedding accessory store services							
United States	S13412	DISCOVER A BETTER LIFE THROUGH THE SCIENCE OF BETTER SLEEP	09, 20, 35	77/563,600	9/5/2008	3,734,972	1/5/2010	1/5/2020	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor 20: Mattresses and boxsprings							
United States	S3380	DORMODIAGNOSTICS	09	75/699,925	5/6/1999	2,407,273	11/21/2000	11/21/2020	Registered
		GOODS/SERVICES: 09: bedding diagnostic system comprising a mattress and box spring, a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							
United States	S3381	DORMODIAGNOSTICS & DESIGN	09	75/699,992	5/6/1999	2,407,274	11/21/2000	11/21/2020	Registered
		GOODS/SERVICES: 09: bedding diagnostic system comprising a mattress and box spring, a pressure sensitive pad, and a computer and computer software, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							
United States	S3382	DR. GOODBONES	20	73/826,449	9/15/1989	1,599,637	6/5/1990	6/5/2020	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings and components thereof.							



Client: **KINGSDOWN, INC.**
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S15193	ENDURO EDGE SUPPORT	20	85/244,958	2/17/2011	4,134,034	5/1/2012	5/1/2022	Registered
		GOODS/SERVICES: 20: mattress component, namely, reinforced supporting elements spaced intermittently along the perimeter of a mattress sold as an integral component of the mattress							
United States	S3383	FLEXATRON	20	73/115,182	2/9/1977	1,081,747	1/10/1978	1/10/2018	Registered
		GOODS/SERVICES: 20: resilient fiber batting used as a ingredient in mattresses, cushions and the like							
United States	S3384	FOR THE REST OF YOUR LIFE	20	75/054,017	2/6/1996	2,043,253	3/11/1997	3/11/2017	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3386	FRESH COMFORT	20	74/106,829	10/18/1990	1,684,463	4/28/1992	4/28/2022	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings.							
United States	S9097	FULL BODY SURROUND	20	78/495,488	10/6/2004	3,410,330	4/8/2008	4/8/2018	Registered
		GOODS/SERVICES: 20: Mattresses and Box Springs							

PATENT

REEL: 033279 FRAME: 0583

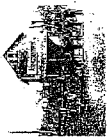




Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13274	GET YOURS.	20, 35	77/531,806	7/25/2008	3,702,969	10/27/2009	10/27/2019	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
		35: retail bedding, mattresses and bedding accessory store services; retail store services featuring bedding provided via a global computer network							
United States	S3390	INSIGNIA	20	75/053,920	2/6/1996	2,054,530	4/22/1997	4/22/2017	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S15580	IT'S THE COOLEST BED IN THE WORLD	20	85/401,164	8/18/2011	4,128,691	4/17/2012	4/17/2022	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S3393	KINGSDOWN	09	75/798,373	9/13/1999	2,362,378	6/27/2000	6/27/2020	Registered
		GOODS/SERVICES: 09: bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof							
United States	S3394	KINGSDOWN	20	71/562,380	7/28/1948	520,839	2/7/1950	2/7/2020	Registered
		GOODS/SERVICES: 20: innerspring mattresses, box springs and coil springs							

PATENT

REEL: 033279 FRAME: 0584


Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S3395	KINGSDOWN & "Old Mill" Design 	20	75/079,739	3/28/1996	2,117,390	12/2/1997	12/2/2017	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S14628	KINGSDOWN & Design (New Crown) 	20	85/030,016	5/4/2010	4,046,260	10/25/2011	10/25/2021	Registered
		GOODS/SERVICES: 20: Mattresses and Box Springs							
United States	S15013	KINGSDOWN & Design (New Crown) 	20	85/179,830	11/18/2010				Published
		GOODS/SERVICES: 20: Down pillows and pillows made of down							
United States	S3396	KINGSDOWN and Crown Design 	20	73/579,000	1/22/1986	1,404,987	8/12/1986	8/12/2016	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings.							
United States	S3397	KINGSDOWN POSTURE 	20	73/578,994	1/22/1986	1,404,986	8/12/1986	8/12/2016	Registered
		GOODS/SERVICES: 20: mattresses.							

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REEL: 033279 FRAME: 0585

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S15106	KINGSDOWN SELECT	20	85/213,131	1/7/2011	4,392,708	8/27/2013	8/27/2023	Registered
		GOODS/SERVICES: 20: MATTRESSES AND BOX SPRINGS							
United States	S5624	KINGSDOWN W/ CROWN DESIGN	35	76/260,136	5/22/2001	2,581,811	6/18/2002	6/18/2022	Registered
		GOODS/SERVICES: 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES							
		 KINGSDOWN							
United States	S14770	LIVE LIFE WELL RESTED	20	85/080,208	7/8/2010	3,949,366	4/19/2011	4/19/2021	Registered
		GOODS/SERVICES: 20: Mattresses and Box Springs							
United States	S5614	LOW PRESSURE	20	76/252,922	5/7/2001	2,605,855	8/6/2002	8/6/2022	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3402	MISCELLANEOUS DESIGN	20	73/825,725	9/15/1989	1,600,891	6/12/1990	6/12/2020	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings and components thereof.							



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REEL: 033279 FRAME: 0586

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S5613	MOTION BEDDING	20	76/252,923	5/7/2001	2,622,210	9/17/2002	9/17/2022	Registered
	GOODS/SERVICES: 20: mattresses and boxsprings								
United States	S14686	MY COIL	20	85/046,385	5/24/2010	4,020,328	8/30/2011	8/30/2021	Registered
	GOODS/SERVICES: 20: Mattresses and Box Springs								
United States	S15034	MY SIDE	09, 20	85/187,968	12/1/2010	4,109,887	3/6/2012	3/6/2022	Registered
	GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR 20: MATTRESSES AND BOX SPRINGS								
United States	S13880	MY SIDE Sleep. Personalized. (Design - Humans sleeping)	20	77/721,977	4/24/2009	3,794,658	5/25/2010	5/25/2020	Registered
	GOODS/SERVICES: 20: Mattresses and box springs								
									
United States	S15035	My Side CERTIFIED BY Sleep to Live & Design	20	85/187,974	12/1/2010	4,109,888	3/6/2012	3/6/2022	Registered
	GOODS/SERVICES: 20: mattresses and box springs								
									

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REEL: 033279 FRAME: 0587

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13827	MY SIDE TECHNOLOGY GOODS/SERVICES: 20: mattresses and box springs	20	77709,744	4/8/2009	3,794,621	5/25/2010	5/25/2020	Registered
United States	S15003	MYSIDE GOODS/SERVICES: 20: MATTRESSES AND BOX SPRINGS	20	85/179,356	11/17/2010	4,062,429	11/29/2011	11/29/2021	Registered
United States	S13828	NO WAKE ZONE GOODS/SERVICES: 20: mattresses and box springs	20	77709,747	4/8/2009	3,808,164	6/22/2010	6/22/2020	Registered
United States	S15578	nu:tek GOODS/SERVICES: 20: Mattresses and box springs; mattress foundations; pillows	20	85/641,071	6/1/2012				Published
United States	S16084	nu:tek & Design GOODS/SERVICES: 20: Mattresses and box springs; mattress foundations; pillows	20	85/641,121	6/1/2012				Published



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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S3404	OUR PASSION IS SLEEP BECAUSE YOUR PASSION IS LIFE GOODS/SERVICES: 20: mattresses and boxsprings	20	75/693,953	4/30/1999	2,335,767	3/28/2000	3/28/2020	Registered
United States	S9919	PARTNER PERFECT GOODS/SERVICES: 20: mattresses and box springs	20	78/657,986	6/24/2005	3,200,642	1/23/2007	1/23/2017	Registered
United States	S20403	PASSIONS GOODS/SERVICES: 20: Mattresses and boxsprings	20	86/094,206	10/17/2013				Published
United States	S15025	PERFECTMATCH GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR	09, 20	85/184,488	11/24/2010	4,094,543	1/31/2012	1/31/2022	Registered
United States	S13140	MATTRESSES AND BOX SPRINGS; PILLOWS PERSONAL SLEEP GOODS/SERVICES: 09: bedding diagnostic system comprising a computer and computer software sold as a unit for analyzing and evaluating individuals and prescribing preferred mattress components therefor	09	77/476,968	5/16/2008	3,563,763	1/20/2009	1/20/2019	Registered

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REEL: 033279 FRAME: 0589

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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S8980	PERSONAL SLEEP	20	78/470,873	8/20/2004	3,110,344	6/27/2006	6/27/2016	Registered
		GOODS/SERVICES: 20: mattresses, box springs and upholstered bases for mattresses							
United States	S14901	PILLOWMATCH	09, 20, 35	85/126,656	9/10/2010				Published
		GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR 20: MATTRESSES AND BOX SPRINGS; PILLOWS 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; ONLINE RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES							
United States	S15225	PILLOWMATCH	45	85/253,549	2/28/2011	4,196,094	8/21/2012	8/21/2022	Registered
		GOODS/SERVICES: 45: Custom fitting of pillows to individual consumer sleep needs							
United States	S8840	PLUSH SENSE	20	78/446,042	7/6/2004	3,202,639	1/23/2007	1/23/2017	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S14902	POSTUREMATCH	09, 20, 35	85/127,070	9/10/2010				Published
		GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR 20: MATTRESSES AND BOX SPRINGS; PILLOWS 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; ONLINE RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES							

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REEL: 033279 FRAME: 0590

Client: KINGSDOWN, INC.
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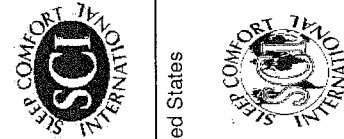
Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13510	Powered By SMART	20	77/594,326	10/16/2008	3,664,990	8/4/2009	8/4/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S10849	POWER-TUFTING	20	78/908,757	6/15/2006	3,562,647	1/13/2009	1/13/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S14982	QUEENSBRIDGE	20	85/170,065	11/5/2010	4,444,142	12/3/2013	12/3/2023	Registered
		GOODS/SERVICES: 20: Mattresses, boxsprings and pillows							
United States	S5622	RELAXED SLEEP SURFACE	20	76/260,257	5/22/2001	2,569,910	5/14/2002	5/14/2022	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S13416	REMEMBRANCE INLAY	20	77/564,700	9/8/2008	3,665,975	8/11/2009	8/11/2019	Registered
		GOODS/SERVICES: 20: FOAM INLAYS SOLD AS AN INTEGRAL COMPONENT OF MATTRESSES AND BOX SPRINGS							

PATENT



REEL: 033279 FRAME: 0591

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S15362	ROYALL & BORDEN	20	85/317,145	5/10/2011	4,400,588	9/10/2013	9/10/2023	Registered
	GOODS/SERVICES: 20: Mattresses and box springs								
United States	S11925	RSVP	20	77/197,650	6/5/2007	3,861,214	10/12/2010	10/12/2020	Registered
	GOODS/SERVICES: 20: Mattresses and box springs								
United States	S3411	S.C.I.	20	75/464,628	4/8/1998	2,276,756	9/7/1999	9/7/2019	Registered
	GOODS/SERVICES: 20: mattresses and boxsprings								
United States	S3412	SCI SLEEP COMFORT INTERNATIONAL & DESIGN	20	75/532,458	8/6/1998	2,286,748	10/12/1999	10/12/2019	Registered
	GOODS/SERVICES: 20: mattresses and boxsprings								
United States	S3413	SCI SLEEP COMFORT INTERNATIONAL & Globe Design	20	75/579,826	10/29/1998	2,365,826	7/11/2000	7/11/2020	Registered
	GOODS/SERVICES: 20: mattresses and boxsprings								



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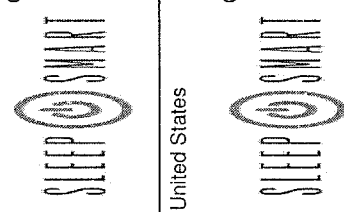
Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13511	SCIENTIFIC MEASUREMENT AND RESPONSE TECHNOLOGY	20	77/594,337	10/16/2008	3,668,703	8/18/2009	8/18/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S3367	Sewing Man Design	20	75/585,873	11/10/1998	2,603,286	8/6/2002	8/6/2022	Registered
		 GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3417	SLEEP COMFORT INTERNATIONAL	20	75/464,627	4/8/1998	2,260,808	7/13/1999	7/13/2019	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3418	SLEEP COMFORT INTERNATIONAL & Design	20	75/482,363	5/11/1998	2,266,877	8/3/1999	8/3/2019	Registered
		 GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S11261	SLEEP MACHINE	09, 20	77/028,423	10/24/2006	3,499,539	9/9/2008	9/9/2018	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components thereof 20: Mattresses and box springs							

PATENT

REEL: 033279 FRAME: 0593

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S6197	SLEEP SELECTIONS	20	78/095,873	11/30/2001	2,774,123	10/14/2003	10/14/2023	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S16523	SLEEP SMART	09	85/829,162	1/22/2013				Published
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							
United States	S7279	SLEEP SMART	20	78/204,598	1/17/2003	2,918,058	1/11/2005	1/11/2015	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S16521	SLEEP SMART & Design	09	85/829,115	1/22/2013				Published
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							
United States	S16520	SLEEP SMART & Design	20	85/829,094	1/22/2013	4,388,131	8/20/2013	8/20/2023	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							



PATENT

REEL: 033279 FRAME: 0594

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S3422	SLEEP TO LIVE	20	75/243,263	2/18/1997	2,168,583	6/23/1998	6/23/2018	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S5623	SLEEP TO LIVE	35	76/252,924	5/7/2001	2,660,601	12/10/2002	12/10/2022	Registered
		GOODS/SERVICES: 35: retail bedding, mattresses and bedding accessory store services							
United States	S13873	SLEEP TO LIVE - BEHAVIOR ENVIRONMENT EQUIPMENT (Triangle Design)	09, 20	77/719,922	4/22/2009	3,874,273	11/9/2010	11/9/2020	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor 20: Mattresses and box springs							
United States	S13877	Sleep to Live & Design	20	77/977,207	4/11/2008	3,648,767	6/30/2009	6/30/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S13341	SLEEP TO LIVE & Design	09	77/548,386	8/15/2008	3,587,006	3/10/2009	3/10/2019	Registered
		GOODS/SERVICES: 09: Bedding diagnostic system comprising a computer and computer software, a mattress and box spring, and a pressure sensitive pad, sold as a unit for use in analyzing and evaluating individuals and prescribing preferred mattress components therefor							



PATENT

REEL: 033279 FRAME: 0595

Client: KINGSDOWN, INC.
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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S15012	SLEEP TO LIVE & Design	20	85/179,809	11/18/2010	4,115,881	3/20/2012	3/20/2022	Registered
		GOODS/SERVICES: 20: pillows							
									
United States	S13068	SLEEP TO LIVE & Design	35, 41, 42	77/446,191	4/11/2008	4,091,258	1/24/2012	1/24/2022	Registered
		GOODS/SERVICES: 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; BUSINESS CONSULTING SERVICES IN THE FIELDS OF SLEEP AND BEDDING 41: CONDUCTING WORKSHOPS AND SEMINARS IN THE FIELDS OF SLEEP AND BEDDING 42: PRODUCT DEVELOPMENT CONSULTATION IN THE FIELDS OF SLEEP AND BEDDING							
									
United States	S13654	SLEEP TO LIVE OASIS	20	77/649,162	1/14/2009	3,796,853	6/1/2010	6/1/2020	Registered
		GOODS/SERVICES: 20: Bedroom furniture, namely, a unit that will house the mattress and boxspring, and various other electronic media capabilities							
									
United States	S13646	SLEEP TO LIVE OASIS	20	77/648,349	1/13/2009	3,796,847	6/1/2010	6/1/2020	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
									
United States	S13275	SLEEP. GET YOURS.	20, 35	77/531,810	7/25/2008	3,702,970	10/27/2009	10/27/2019	Registered
		GOODS/SERVICES: 20: mattresses and box springs 35: retail bedding, mattresses and bedding accessory store services							
									

PATENT

REEL: 033279 FRAME: 0596

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13829	SLEEP. PERSONALIZED.	20	777709,757	4/8/2009	3,788,503	5/11/2010	5/11/2020	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S3423	SLEEP-IN	20	72/426,215	6/2/1972	959,372	5/22/1973	5/22/2023	Registered
		GOODS/SERVICES: 20: convertible sofas							
United States	S20405	SLEEPING BEAUTY	20	86/095,539	10/18/2013				Pending
		GOODS/SERVICES: 20: Pillows and accessories							
United States	S3424	SLEEPING BEAUTY	20	72/365,595	7/17/1970	919,791	9/7/1971	9/7/2021	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3425	SLEEPING BEAUTY 2000 (stylized)	20	73/496,121	8/23/1984	1,329,640	4/9/1985	4/9/2015	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							

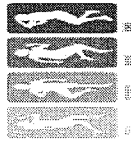


PATENT

REEL: 033279 FRAME: 0597

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S20406	SLEEPING BEAUTY BY KINGSDOWN	20	86/095,555	10/18/2013				Pending
		GOODS/SERVICES: 20: Pillows and accessories							
United States	S3426	SPINAL-AID	20	174,040	7/30/1963	777,391	9/22/1964	9/22/2014	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S14903	SUPPORTMATCH	09, 20, 35	85/127,077	9/10/2010				Opposed
		GOODS/SERVICES: 09: BEDDING DIAGNOSTIC SYSTEM COMPRISING A COMPUTER AND COMPUTER SOFTWARE, A MATTRESS AND BOX SPRING, AND A PRESSURE SENSITIVE PAD, SOLD AS A UNIT FOR USE IN ANALYZING AND EVALUATING INDIVIDUALS AND PRESCRIBING PREFERRED MATTRESS COMPONENTS THEREFOR 20: MATTRESSES AND BOX SPRINGS; PILLOWS 35: RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES; ONLINE RETAIL BEDDING, MATTRESSES AND BEDDING ACCESSORY STORE SERVICES							
United States	S14012	TAN GREEN BLUE RED (Color Designs - Sleeping silhouettes)	20	77/773,578	7/2/2009	3,842,778	8/31/2010	8/31/2020	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S10163	THE MATTRESS THAT GROWS UP WITH YOU	20	78/722,212	9/28/2005	3,478,031	7/29/2008	7/29/2018	Registered
		GOODS/SERVICES: 20: mattresses and box springs							



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Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S9549	THE SLEEP HAVEN COLLECTION	20	78/572,915	2/23/2005	3,276,646	8/7/2007	8/7/2017	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S20023	THE SPECIALIST COLLECTION	20	85/847,833	2/12/2013				Published
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S14771	THERMAL TRANSFER TECHNOLOGY	20	85/080,217	7/8/2010	3,942,427	4/5/2011	4/5/2021	Registered
		GOODS/SERVICES: 20: Mattresses and Box Springs							
United States	S3427	TRADITION	20	73/443,872	9/15/1983	1,292,319	8/28/1984	8/28/2014	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S3428	UNIFLEX	20	73/619,594	9/15/1986	1,525,705	2/21/1989	2/21/2019	Registered
		GOODS/SERVICES: 20: mattresses.							

PATENT

REEL: 033279 FRAME: 0599

Client: KINGSDOWN, INC.
SUGHRUE MION, PLLC
TRADEMARK DEPARTMENT

Country	File No.	Trademark	Int. Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status
United States	S13285	VERTICAL ZONING	20	77/534,768	7/30/2008	3,590,648	3/17/2009	3/17/2019	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S6408	VERTICAL ZONING	20	78/108,013	2/11/2002	2,696,883	3/11/2003	3/11/2023	Registered
		GOODS/SERVICES: 20: mattresses and boxsprings							
United States	S10756	VINTAGE COLLECTION	20	78/918,471	6/28/2006	3,229,930	4/17/2007	4/17/2017	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							
United States	S8878	WAKE UP TO A BETTER LIFE	20	78/454,810	7/22/2004	3,121,725	7/25/2006	7/25/2016	Registered
		GOODS/SERVICES: 20: mattresses and box springs							
United States	S8979	WRAPPED COIL & Design	20	78/470,861	8/20/2004	3,551,793	12/23/2008	12/23/2018	Registered
		GOODS/SERVICES: 20: Mattresses and box springs							



PATENT

REEL: 033279 FRAME: 0600

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this __ day of _____, by **KINGSDOWN, INCORPORATED**, a North Carolina corporation ("Grantor"), with an address at 126 W Holt Street, Mebane, North Carolina 27302, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at One Piedmont Town Center, 4720 Piedmont Row Drive, Suite 300, Charlotte, North Carolina 28210, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent"):

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of June 30, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for

its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

KINGSDOWN, INCORPORATED

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED