

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3488143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT (SUPPLEMENT)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TEMPUR-PEDIC MANAGEMENT, LLC	08/07/2015
SEALY TECHNOLOGY LLC	08/07/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	901 MAIN STREET
<b>Internal Address:</b>	BANK OF AMERICA PLAZA
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14717245
Application Number:	14676871
Application Number:	14434576
Application Number:	14682544
Application Number:	14694383
Application Number:	14701572
Application Number:	29528401
Application Number:	62170926
Application Number:	62182049
Application Number:	29531522
Application Number:	29531525
Application Number:	29531528
Application Number:	29531532
Application Number:	29531534
Application Number:	29531538
Application Number:	29531541
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (800)494-7512

***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:** 2023704750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** DARLENA BARI STARK

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F157678
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<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN
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<b>SIGNATURE:</b>	/Sonya Jackman/
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<b>DATE SIGNED:</b>	08/18/2015
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**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT**  
**(Supplement)**

THIS PATENT SECURITY AGREEMENT, dated as of August 7, 2015 (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: 

Name: James Schocket  
Title: Vice President, Treasurer and  
Assistant Secretary

SEALY TECHNOLOGY LLC

By: 

Name: James Schocket  
Title: Vice President, Treasurer and  
Assistant Secretary

Acknowledged:

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

By: 

Name: Thomas C. Kikrease  
Title: SVP

**Schedule 1  
to Patent  
Security Agreement  
For Q2 / 2015**

**PATENTS AND DESIGN PATENTS**

<u>Owners</u>	<u>App Title</u>	<u>Registration Date</u>	<u>Patent Number</u>
None			

**PATENT AND DESIGN PATENT APPLICATIONS**

<u>Owner</u>	<u>Patent</u>	<u>Filing Date</u>	<u>Application No.</u>
Sealy Technology LLC	POCKET COIL SPRING ASSEMBLY INCLUDING FLEXIBLE FOAM	20 May 2015	14/717,245
Tempur-Pedic Management, LLC	BODY SUPPORT CUSTOMIZATION BY GENERATION AND ANALYSIS OF A DIGITAL LIKENESS	02 Apr 2015	14/676,871
Tempur-Pedic Management, LLC	SUPPORT CUSHION AND METHOD FOR CONVERTING A TEMPERATURE DIFFERENCE WITHIN THE SAME INTO AN ELECTRIC VOLTAGE	09 Apr 2015	14/434,576
Tempur-Pedic Management, LLC	SUPPORT CUSHIONS INCLUDING RETICULATED MATERIALS AND METHODS FOR CONTROLLING SURFACE TEMPERATURE OF SAME	07 Apr 2015	14/682,544
Tempur-Pedic Management, LLC	ADJUSTABLE BED FOUNDATION WITH ROTATING HEAD SECTION	23 Apr 2015	14/694,383
Tempur-Pedic Management, LLC	PNEUMATIC ADJUSTABLE BED FOUNDATION	01 May 2015	14/701, 572
Tempur-Pedic Management, LLC	PILLOW	20 May 2015	29/528,401
Tempur-Pedic Management, LLC	DETACHABLE CUSTOMIZABLE DECORATIVE SIDE RAILS	28 May 2015	62/170,926
Tempur-Pedic Management, LLC	ADJUSTABLE MATTRESS FOUNDATION	19 Jun 2015	62/182,049
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,522
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,525

Owner	Patent	Filing Date	Application No.
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,528
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,532
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,534
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,538
Tempur-Pedic Management, LLC	REMOTE CONTROL	26 Jun 2015	29/531,541

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