

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5426320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HOLLANDER SLEEP PRODUCTS, LLC	06/02/2017
PACIFIC COAST FEATHER COMPANY	06/02/2017

RECEIVING PARTY DATA

Name:	BARINGS FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	300 S. TRYON STREET, SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	D507920
Patent Number:	D706553
Patent Number:	6910237
Patent Number:	7074242
Patent Number:	6931682
Patent Number:	6961970
Patent Number:	7222379
Patent Number:	5970544
Patent Number:	6009579
Patent Number:	6301730
Patent Number:	6745419
Patent Number:	6760935
Patent Number:	7080421
Patent Number:	7210178
Patent Number:	7152263
Patent Number:	7356864
Patent Number:	7681268
Patent Number:	7562405
Patent Number:	7647657

PATENT

Property Type	Number
Patent Number:	7814623
Patent Number:	7669266
Patent Number:	7874033
Patent Number:	8561229
Patent Number:	8028360
Patent Number:	8572779
Patent Number:	9451839
Patent Number:	8776288
Application Number:	14666047
Application Number:	14666064
Application Number:	14664330

CORRESPONDENCE DATA

Fax Number: (212)294-4700
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: 2122946635
Email: dkumar@winston.com
Correspondent Name: WINSTON & STRAWN LLP - CHRISTINA M. WHEATON
Address Line 1: 300 SOUTH TRYON STREET
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	14044/67 - SA- BARINGS
NAME OF SUBMITTER:	CHRISTINA M. WHEATON
SIGNATURE:	/Christina M. Wheaton/
DATE SIGNED:	03/18/2019

Total Attachments: 10
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 9th day of June, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **BARINGS FINANCE LLC**, in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of June 9, 2017 (as amended, restated, extended, refinanced, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **DREAM II HOLDINGS, LLC**, a Delaware limited liability company (“Parent”), **HOLLANDER HOME FASHIONS HOLDINGS, LLC**, a Delaware limited liability company, **HOLLANDER SLEEP PRODUCTS, LLC**, a Delaware limited liability company, each other Affiliate or Subsidiary of Parent from time to time party thereto, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Term Loan Guaranty and Security Agreement, dated as of June 9, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) but not otherwise defined herein shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Sections 1(b) through 1(d) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants and pledges to Agent for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title, and interest in and to the following,

whether now owned or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

(a) patents and patent applications (whether established or registered or filed in the United States or any other country or any political subdivision thereof), including (A) the patents and patent applications listed on Schedule I, (B) all inventions and improvements described in or claimed therein and (C) all continuations, divisionals, continuations-in-part, re-examinations, and reissues thereof and improvements thereon; and

(b) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing.

Notwithstanding anything contained in this Patent Security Agreement to the contrary, the term “Patent Collateral” and any defined term used therein shall not include, and the Security Interest shall not attach to Excluded Collateral (as defined in the Guaranty and Security Agreement).

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such newly Patents or applications therefor of Grantor (except for those constituting Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A

“CLAIM”). EACH GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS PATENT SECURITY AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HOLLANDER SLEEP PRODUCTS, LLC

By: 

Name: Marc Buan

Title: Vice President

PACIFIC COAST FEATHER COMPANY

By: 

Name: Marc Buan

Title: Assistant Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049113 FRAME: 0379

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

UNITED STATES PATENTS:

Registrations:

Patent Title	Publication/ Patent Number	Publication Date	Application Number	File Date	Application/ Patent	Current Owner - US Assignment
PILLOW COVERING	D507,920	8/2/05	--	--	Patent	Hollander Sleep Products, LLC
PILLOW	D706,553	6/10/14	--	--	Patent	Hollander Sleep Products, LLC
Pillow Cover With Closure And Pouch Member Therefor	US6910237	6/28/2005	US10/359865	2/7/2003	Patent	Pacific Coast Feather Company
Filling Material And Process For Making Same	US7074242	7/11/2006	US10/759610	1/16/2004	Patent	Pacific Coast Feather Company
Pillow With Central Area Having Lower Fill Volume	US6931682	8/23/2005	US10/685884	10/14/2003	Patent	Pacific Coast Feather Company
Filled Bedding Construction Having Channels With Alternating	US6961970	11/8/2005	US10/808637	3/25/2004	Patent	Pacific Coast Feather Company

Patent Title	Publication/ Patent Number	Publication Date	Application Number	File Date	Application/ Patent	Current Owner - US Assignment
Length Portions						
Pillow Kit With Removable Interior Cores	US7222379	5/29/2007	US10/810150	3/26/2004	Patent	Pacific Coast Feather Company
Mattress Cover	US5970544	10/26/1999	US09/057426	4/8/1998	Patent	Pacific Coast Feather Company
Filled Topper And Featherbed Combination	US6009579	1/4/2000	US08/919495	8/28/1997	Patent	Pacific Coast Feather Company
High Loft Comforter	US6301730	10/16/2001	US09/474878	12/29/1999	Patent	Pacific Coast Feather Company
Quilted-Top Featherbed	US6745419	6/8/2004	US09/474339	12/29/1999	Patent	Pacific Coast Feather Company
Gusseted Pillow With Pleated Top And Bottom Sections	US6760935	7/13/2004	US10/402605	3/28/2003	Patent	Pacific Coast Feather Company
Bedding Article With Overlaying Portions	US7080421	7/25/2006	US11/192602	7/29/2005	Patent	Pacific Coast Feather Company
Contour Pillow With Interior Baffle Walls	US7210178	5/1/2007	US10/935261	9/7/2004	Patent	Pacific Coast Feather Company

Patent Title	Publication/ Patent Number	Publication Date	Application Number	File Date	Application/ Patent	Current Owner - US Assignment
Multi-Layer Multi- Chamber Pillow With Unfilled Center Chamber In The Top Layer	US7152263	12/26/2006	US11/192605	7/29/2005	Patent	Pacific Coast Feather Company
Tubule Featherbed	US7356864	4/15/2008	US11/618476	12/29/2006	Patent	Pacific Coast Feather Company
Featherbed With Hourglass Construction	US7681268	3/23/2010	US11/567575	12/6/2006	Patent	Pacific Coast Feather Company
Pillow With Baffles Within An Outer Pillow Shell	US7562405	7/21/2009	US11/671874	2/6/2007	Patent	Pacific Coast Feather Company
Domed Comforter	US7647657	1/19/2010	US11/673165	2/9/2007	Patent	Pacific Coast Feather Company
Blended Fiber Containing Silver, Blended Filling Containing Silver Fibers, And Method For Making Same	US7814623	10/19/2010	US12/022435	1/30/2008	Patent	Pacific Coast Feather Company

Patent Title	Publication/ Patent Number	Publication Date	Application Number	File Date	Application/ Patent	Current Owner - US Assignment
No Shift Chambered Body Pillow	US7669266	3/2/2010	US12/112426	4/30/2008	Patent	Pacific Coast Feather Company
Universal Support Pillow	US7874033	1/25/2011	US12/419591	4/7/2009	Patent	Pacific Coast Feather Company
Baffle Box Comforter	US8561229	10/22/2013	US12/553885	9/3/2009	Patent	Pacific Coast Feather Company
Baffle Box Pillow	US8028360	10/4/2011	US12/694194	1/26/2010	Patent	Pacific Coast Feather Company
Expandable Pillow	US8572779	11/5/2013	US13/107617	5/13/2011	Patent	Pacific Coast Feather Company
Comforter With Fitted Border	US9451839	9/27/2016	US13/442608	4/9/2012	Patent	Pacific Coast Feather Company
Baffle Box Comforter Structure Designed To Resist Shifting Of Fill	US8776288	7/15/2014	US13/887203	5/3/2013	Patent	Pacific Coast Feather Company

Applications:

Patent Title	Publication/ Patent Number	Publication Date	Application Number	File Date	Application/ Patent	Current Owner - US
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						Assignment
Non-gusset pillow	US20150265076	9/24/2015	US14/666047	3/23/2015	Application	Pacific Coast Feather Company ¹
Pillow with foundation	US20150265077	9/24/2015	US14/666064	3/23/2015	Application	Pacific Coast Feather Company ²
Feather-Filled Bedding Article	US20160270566	9/22/2016	US14/664330	3/20/2015	Application	Pacific Coast Feather Company

¹ No inventor assignment has been recorded with the USPTO. The Company is working with the inventor's counsel to get the assignment as soon as possible.

² No inventor assignment has been recorded with the USPTO. The Company is working with the inventor's counsel to get the assignment as soon as possible.