

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5539817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HOLLANDER SLEEP PRODUCTS, LLC	05/23/2019

RECEIVING PARTY DATA

Name:	BARINGS FINANCE LLC
Street Address:	300 SOUTH TRYON STREET
Internal Address:	SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	8561229
Patent Number:	8028360
Patent Number:	7080421
Patent Number:	9451839
Patent Number:	7210178
Patent Number:	7647657
Patent Number:	7681268
Patent Number:	6961970
Patent Number:	7074242
Patent Number:	6760935
Patent Number:	6301730
Patent Number:	7152263
Patent Number:	7669266
Patent Number:	D839636
Patent Number:	D706553
Patent Number:	D507920
Patent Number:	7222379
Patent Number:	7562405
Patent Number:	6931682

PATENT

Property Type	Number
Patent Number:	7356864
Patent Number:	7874033
Patent Number:	9980587
Patent Number:	6910237
Patent Number:	6745419
Patent Number:	7814623
Patent Number:	8776288
Application Number:	62818877
Application Number:	16374051
Application Number:	15229760
Application Number:	29675102

CORRESPONDENCE DATA

Fax Number: (704)503-2622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: KING & SPALDING LLP
Address Line 1: 300 S. TRYON ST., STE 1700
Address Line 2: ATTN: MOIRA SHEEHAN
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	28670.230001
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	05/24/2019

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 23rd day of May, 2019, 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 DIP Term Loan Credit Agreement dated as of May 23, 2019 (as amended, restated, extended, refinanced, supplemented, or otherwise modified from time to time, the “DIP Term Loan 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 DIP Term Loan Credit Agreement and the other DIP 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 Debtor-In-Possession Term Loan Guaranty and Security Agreement, dated as of May 23, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “DIP Guaranty and Security Agreement”); and

WHEREAS, pursuant to the DIP 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 DIP Guaranty and Security Agreement or, if not defined therein, in the DIP Term Loan 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 DIP Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT DIP COLLATERAL. Each Grantor hereby grants and pledges to Agent for the benefit of each member of the Lender Group, to secure the DIP 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 DIP 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, reexaminations, 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 DIP Collateral, Pledged Interests, Securities Accounts, DIP 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 DIP Collateral” and any defined term used therein shall not include, and the Security Interest shall not attach to Excluded DIP Collateral (as defined in the DIP Guaranty and Security Agreement).

3. SECURITY FOR DIP SECURED OBLIGATIONS . This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the DIP 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 DIP 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 DIP Collateral made and granted hereby are more fully set forth in the DIP 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 DIP Guaranty and Security Agreement, the DIP 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 DIP 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 DIP Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a DIP 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 DIP 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 DIP 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.

GRANTOR:

HOLLANDER SLEEP PRODUCTS, LLC

By: 
Name: Marc L. Pfefferle
Title: Chief Executive Officer
Location: 901 Yamato Rd, Suite 2500
Boca Raton, Florida 33431


[Signature Page to Patent Security Agreement]

PATENT
REEL: 049277 FRAME: 0237

**ACCEPTED AND ACKNOWLEDGED
BY:**

AGENT:

BARINGS FINANCE LLC

By:  _____

Name: Brady Sutton

Title: Managing Director

Location: Charlotte, North Carolina

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 049277 FRAME: 0238**

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Title	Case Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Owner	Country
Adjustable Pillow	Pending	62818877	3/15/2019			Hollander Sleep Products, LLC	United States of America
Adjustable Pillow	Pending	16374051	4/3/2019			Hollander Sleep Products, LLC	United States of America
Baffle Box Comforter	Pending	15229760	8/5/2016			Hollander Sleep Products, LLC	United States of America
Baffle Box Comforter	Registered	12553885	9/3/2009	8,561,229	10/22/2013	Hollander Sleep Products, LLC	United States of America
Baffle Box Pillow	Registered	12694194	1/26/2010	8,028,360	10/4/2011	Hollander Sleep Products, LLC	United States of America
Bedding Article With Overlying Portions	Registered	11192602	7/29/2005	7,080,421	7/25/2006	Hollander Sleep Products, LLC	United States of America
Comforter With Fitted Border	Registered	13442608	4/9/2012	9,451,839	9/27/2016	Hollander Sleep Products, LLC	United States of America
Contour Pillow With Interior Baffle Walls	Registered	10935261	9/7/2004	7,210,178	5/1/2007	Hollander Sleep Products, LLC	United States of America
Domed Comforter	Registered	11673165	2/9/2007	7,647,657	1/19/2010	Hollander Sleep Products, LLC	United States of America
Featherbed With Hourglass Construction	Registered	11567575	12/6/2006	7,681,268	3/23/2010	Hollander Sleep Products, LLC	United States of America
Filled Bedding Construction Having Channels With Alternating Length Portions	Registered	10808637	3/25/2004	6,961,970	11/8/2005	Hollander Sleep Products, LLC	United States of America
Filling Material And Process For Making Same	Registered	10759610	1/16/2004	7,074,242	7/11/2006	Hollander Sleep Products, LLC	United States of America
Gusseted Pillow With Pleated Top And Bottom Sections	Registered	10402605	3/28/2003	6,760,935	7/13/2004	Hollander Sleep Products, LLC	United States of America
High Loft Comforter	Registered	9474878	12/29/1999	6,301,730	10/16/2001	Hollander Sleep Products, LLC	United States of America
Multi-layer Multi-chamber Pillow With Unfilled Center Chamber In The Top Layer	Registered	11192605	7/29/2005	7,152,263	12/26/2006	Hollander Sleep Products, LLC	United States of America

No Shift Chambered Body Pillow	Registered	121112426	4/30/2008	7,669,266	3/2/2010	Hollander Sleep Products, LLC	United States of America
Pillow	Registered	29577568	9/14/2016	D839,636	2/5/2019	Hollander Sleep Products, LLC	United States of America
Pillow	Pending	29675102	12/28/2018			Hollander Sleep Products, LLC	United States of America
Pillow	Registered	29444405	1/30/2013	D706,553	6/10/2014	Hollander Sleep Products, LLC	United States of America
Pillow Covering	Registered	29200339	2/26/2004	D507,920	8/2/2005	Hollander Sleep Products, LLC	United States of America
Pillow Kit With Removable Interior Cores	Registered	10810150	3/26/2004	7,222,379	5/29/2007	Hollander Sleep Products, LLC	United States of America
Pillow With Baffles Within An Outer Pillow Shell	Registered	11671874	2/6/2007	7,562,405	7/21/2009	Hollander Sleep Products, LLC	United States of America
Pillow With Central Area Having Lower Fill Volume	Registered	10685884	10/14/2003	6,931,682	8/23/2005	Hollander Sleep Products, LLC	United States of America
Tubule Featherbed	Registered	11618476	12/29/2006	7,356,864	4/15/2008	Hollander Sleep Products, LLC	United States of America
Universal Support Pillow	Registered	12419591	4/7/2009	7,874,033	1/25/2011	Hollander Sleep Products, LLC	United States of America
Non-gusset Pillow	Registered	14666047	3/23/2015	9,980,587	5/29/2018	Hollander Sleep Products, LLC	United States of America
Pillow Cover With Closure And Pouch Member Therefor	Registered	10359865	2/7/2003	6,910,237	6/28/2005	Hollander Sleep Products, LLC	United States of America
Quilted-top Featherbed	Registered	9474339	12/29/1999	6,745,419	6/8/2004	Hollander Sleep Products, LLC	United States of America
Blended Fiber Containing Silver, Blended Filling Containing Silver Fibers, And Method For Making Same	Registered	12022435	1/30/2008	7,814,623	10/19/2010	Hollander Sleep Products, LLC	United States of America
Baffle Box Comforter Structure Designed To Resist Shifting Of Fill	Registered	13887203	5/3/2013	8,776,288	7/15/2014	Hollander Sleep Products, LLC	United States of America

PATENT

REEL: 049277 FRAME: 0241

RECORDED: 05/24/2019