

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5775060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
COMFORT REVOLUTION, LLC	10/16/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN STREET LS2
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	D690510
Patent Number:	D690590
Patent Number:	8875875
Patent Number:	8875876
Patent Number:	8905412
Patent Number:	8985338
Patent Number:	D731208
Patent Number:	D731209
Patent Number:	D732313
Patent Number:	D732314
Patent Number:	9204731
Patent Number:	9266546
Patent Number:	9861206
Patent Number:	10016064
Patent Number:	D822639
Patent Number:	10039396
Patent Number:	10063952
Patent Number:	D839095
Patent Number:	D839096
Patent Number:	D842011

PATENT

Property Type	Number
Patent Number:	10314418
Application Number:	14627762
Application Number:	15833808
Application Number:	15875516
Application Number:	62790159
Application Number:	62872746

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** STEWART WALSH  
**Address Line 1:** 1025 VERMONT AVE NW, STE 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1141899 PAT CR
<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	10/17/2019

**Total Attachments: 7**

source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page2.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page3.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page4.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page5.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page6.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page7.tif  
source=#92538274v1 - (Tempur Sealy - Patent Security Agreement (Comfort Revolution LLC))#page8.tif

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Patent Security Agreement**”) is made by Comfort Revolution, LLC (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement (as hereinafter defined) or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantor owns, or in the case of licenses, are a party to, the Patent Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the 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, the 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 Guarantee and Collateral 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 Obligations, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of the 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 the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral 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, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

COMFORT REVOLUTION, LLC

By: 

Name: James Schockett

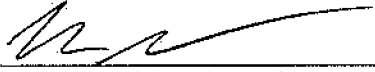
Title: Vice President, Treasurer and  
Assistant Secretary

*[Signature Page to Patent Security Agreement]*

**PATENT**  
**REEL: 050759 FRAME: 0975**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Richard Barritt  
Title: Executive Director

**Schedule 1**  
**to Patent Security Agreement**

**PATENT AND DESIGN PATENTS**

<u>No.</u>	<u>Owner</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
1.	Comfort Revolution, LLC	D690,510	01-Oct-2013	CONTAINER
2.	Comfort Revolution, LLC	D690,590	01-Oct-2013	PACKAGE FOR SLEEP PRODUCTS
3.	Comfort Revolution, LLC	8,875,875	04-Nov-2014	SEALABLE AND STACKABLE PACKAGES FOR BEDDING PRODUCTS
4.	Comfort Revolution, LLC	8,875,876	04-Nov-2014	SEALABLE AND STACKABLE PACKAGES FOR BEDDING PRODUCTS
5.	Comfort Revolution, LLC	8,905,412	09-Dec-2014	WHEELED CONTAINERS FOR BEDDING PRODUCTS INCLUDING MATTRESSES AND MATTRESS TOPPERS
6.	Comfort Revolution, LLC	8,985,338	24-Mar-2015	SEALABLE AND STACKABLE PACKAGES FOR BEDDING PRODUCTS
7.	Comfort Revolution, LLC	D731,208	09-Jun-2015	MOLDED MEMORY FOAM PILLOW
8.	Comfort Revolution, LLC	D731,209	09-Jun-2015	MOLDED MEMORY FOAM PILLOW
9.	Comfort Revolution, LLC	D732,313	23-Jun-2015	MOLDED MEMORY FOAM PILLOW
10.	Comfort Revolution, LLC	D732,314	23-Jun-2015	MOLDED MEMORY FOAM PILLOW
11.	Comfort Revolution, LLC	9,204,731	08-Dec-2015	BEDDING PRODUCTS HAVING FLEXIBLE GEL PANELS

<u>No.</u>	<u>Owner</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
12.	Comfort Revolution, LLC	9,266,546	23-Feb-2016	WHEELED CONTAINERS FOR BEDDING PRODUCTS INCLUDING MATTRESSES AND MATTRESS TOPPERS
13.	Comfort Revolution, LLC	9,861,206	09-Jan-2018	MATTRESS TOPPERS COMBINING FOAM AND POCKET COIL LAYERS
14.	Comfort Revolution, LLC	10,016,064	10-Jul-2018	BEDDING PRODUCTS HAVING FLEXIBLE GEL PANELS
15.	Comfort Revolution, LLC	D822,639	10-Jul-2018	SPEAKER PILLOW
16.	Comfort Revolution, LLC	10,039,396	07-Aug-2018	SLEEPING PILLOWS AND METHODS OF MAKING SLEEPING PILLOWS HAVING DOUBLE INSERTS
17.	Comfort Revolution, LLC	10,063,952	28-Aug-2018	ACOUSTIC PILLOW
18.	Comfort Revolution, LLC	D839,095	29-Jan-2019	SLEEPING PILLOW CONTAINER
19.	Comfort Revolution, LLC	D839,096	29-Jan-2019	TRAVEL PILLOW CONTAINER
20.	Comfort Revolution, LLC	D842,011	05-Mar-2019	SLEEPING PILLOW DISPLAY CASE
21.	Comfort Revolution, LLC	10,314,418	11-Jun-2019	SLEEPING PILLOWS AND METHODS OF MAKING SLEEPING PILLOWS HAVING DOUBLE INSERTS

**PATENT AND DESIGN PATENT APPLICATIONS**

<u>No.</u>	<u>Owner</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Filing Title</u>
1.	Comfort Revolution, LLC	14/627,762	US	20-Feb-2015	PACKAGES FOR BEDDING PRODUCTS INCLUDING MATTRESSES AND MATTRESS TOPPERS



<u>No.</u>	<u>Owner</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Filing Title</u>
2.	Comfort Revolution, LLC	15/833,808	US	06-Dec-2017	PACKAGING ASSEMBLIES AND DISPLAY SYSTEMS FOR BEDDING PRODUCTS
3.	Comfort Revolution, LLC	15/875,516	US	19-Jan-2018	SLEEP PRODUCTS HAVING ADJUSTABLE FIRMNESS LEVELS AND ADJUSTABLE HEIGHTS
4.	Comfort Revolution, LLC	62/790,159	US	09-Jan-2019	COVER FOR A SUPPORT CUSHION
5.	Comfort Revolution, LLC	62/872,746	US	11-Jul-2019	BODY SUPPORT CUSHION HAVING A GEL INFUSED SURFACE

**PATENT**

**REEL: 050759 FRAME: 0979**

**RECORDED: 10/17/2019**