

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5955212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (SUPPLEMENT)
CONVEYING PARTY DATA	
Name	Execution Date
TEMPUR WORLD, LLC	02/07/2020
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN STREET LS2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	16611139
Application Number:	16613347
Application Number:	16695933
Application Number:	62944642
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>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.</i>	
Phone:	202-370-4756
Email:	ipteam@coagencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1185221 PAT SUP B
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	02/10/2020
Total Attachments: 4	
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PATENT SECURITY AGREEMENT
(Supplement)

THIS PATENT SECURITY AGREEMENT, dated as of February 7, 2020 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Patent Security Agreement**”) is made by the Person (as hereinafter defined) listed on the signature pages hereof (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, is 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 and amended as of October 16, 2019 (as it may be further 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 the 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.

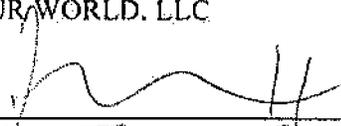
SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights 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 Pages Follow]

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 written above:

TEMPURWORLD, LLC

By: 

Name:

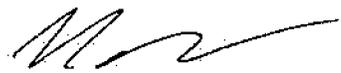
Title:

James Schochiet

VP, Treasurer

Acknowledged:

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

By: 

Name: Richard Barritt

Title: Executive Director

[Signature Page to TPX Patent Security Agreement (Q4 2019)]

PATENT
REEL: 051868 FRAME: 0331

**Schedule 1
to Patent Security Agreement**

PATENT AND DESIGN PATENT APPLICATIONS

Registered Owner/ Grantor	Patent	Filing Date	Application No.
Tempur World, LLC	COOLING SUPPORT CUSHION AND RELATED METHODS	05-Nov-2019	16/611,139
Tempur World, LLC	MULTI-LAYER CUSHION WITH CONVOLUTE SLEEVE	13-Nov-2019	16/613,347
Tempur World, LLC	ANTIMICROBIAL WASHABLE PILLOW	26-Nov-2019	16/695,933
Tempur World, LLC	BED SHEET ASSEMBLY	06-Dec-2019	62/944,642