

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6401998

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CASPER SLEEP INC.	11/10/2020
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	125 HIGH STREET, 11TH FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29524231
CORRESPONDENCE DATA		
Fax Number:	(617)502-5002	
<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:	617-248-5000	
Email:	PatentDocket@choate.com	
Correspondent Name:	CHOATE HALL & STEWART LLP-PATENT DOCKET	
Address Line 1:	TWO INTERNATIONAL PLACE	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	2009985-0126	
NAME OF SUBMITTER:	BRIAN E. REESE, PHD, JD, MBA	
SIGNATURE:	/Brian E. Reese/	
DATE SIGNED:	11/16/2020	
Total Attachments: 6		
source=Wells Fargo - Casper - Patent Security Agreement#page1.tif		
source=Wells Fargo - Casper - Patent Security Agreement#page2.tif		
source=Wells Fargo - Casper - Patent Security Agreement#page3.tif		
source=Wells Fargo - Casper - Patent Security Agreement#page4.tif		
source=Wells Fargo - Casper - Patent Security Agreement#page5.tif		
source=Wells Fargo - Casper - Patent Security Agreement#page6.tif		

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 10, 2020 ("Patent Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Patent Grantors"), is in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacity, including any successors thereto, the "Agent") for the Credit Parties.

W I T N E S S E T H:

WHEREAS, the Patent Grantors are party to a Security Agreement dated as of November 10, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement) in favor of the Agent, for its benefit and the benefit of the Credit Parties, pursuant to which the Patent Grantors are required to execute and deliver this Patent Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Patent Grantor has created in favor of the Agent, for its benefit and the benefit of the Credit Parties, a security interest in, and the Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Patent Grantors does hereby pledge, convey, sell, assign, transfer and set over unto the Agent and grant to the Agent, for its benefit and the benefit of the Credit Parties, a continuing security interest in all of the following property now owned for at any time hereafter acquired by such Patent Grantor or in which such Patent Grantor now has or at any time in the future may acquire any right, title or interest (the "Patent Collateral"), to secure the payment, performance and observance of the Secured Obligations;

(a) all Patents of such Patent Grantor, including, without limitation, the registered and applied-for Patents of such Patent Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing; and

(c) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same;

provided, that (i) this Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Security Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable, shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent, for its benefit and the benefit of the Credit Parties, pursuant to the Security Agreement and the Patent Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Patent Grantor hereby authorizes this Patent Security Agreement to be recorded with the United States Patent and Trademark Office and any similar office or agency in any other country or political subdivision thereof.

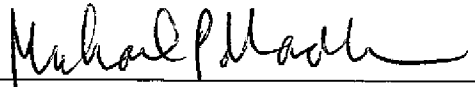
THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Patent Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

CASPER SLEEP INC., as a Patent Grantor

By: 
Name: Michael Monahan
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Agent

By:  _____

Name: Cory Loftus

Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054370 FRAME: 0020

Schedule 1

Patents

See attached.

Schedule 1

Patents

<u>Country</u>	<u>Title/Mark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	MATTRESS	Registered	29/524,231	4/17/2015	D776,960	1/24/2017
CAN	MATTRESS	Registered	162054	4/20/2015	162054	4/5/2016