

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6410575

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DREAMWELL, LTD.	11/19/2020
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, AS AGENT
Street Address:	600 WASHINGTON BLVD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10716409
Application Number:	17012616
Application Number:	17004703
Application Number:	17004705
Application Number:	16928478
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061209
Email:	JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA
Address Line 1:	885 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	029217-0298
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	11/19/2020
Total Attachments: 6	
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SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

Period ended September 26, 2020

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of **November 19, 2020** (this “IP Security Agreement Supplement”), by and among, inter alios, Dreamwell, Ltd., a Nevada limited liability company (“Dreamwell”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), Tuft & Needle LLC, a Delaware limited liability company (“Tuft & Needle” as a Subsidiary Guarantor), and Tomorrow Sleep LLC, a Delaware limited liability company (“Tomorrow Sleep” as a Subsidiary Guarantor), each a “Grantor” and collectively the “Grantors”, in favor of UBS AG, Stamford Branch (“UBS”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Super-Priority Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Super-Priority Term Loan Agreement”), by and among, inter alios, Dawn Intermediate, Inc., a Delaware corporation (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing”), as borrowers, the Lenders from time to time party thereto (the “Lenders”) and UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement, the Grantors and the Administrative Agent have entered into that certain Super-Priority Term Loan Intellectual Property Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

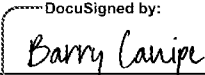
SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

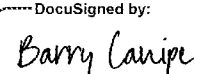
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

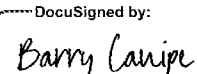
SERTA SIMMONS BEDDING, LLC

By:  _____
DocuSigned by:
186645B18C8B461...
Name: Allen Barry Canipe
Name: Executive Vice President, Chief
Financial Officer, Treasurer and
Assistant Secretary

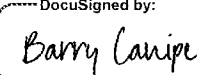
DREAMWELL, LTD

By:  _____
DocuSigned by:
186645B18C8B461...
Name: Allen Barry Canipe
Name: Director

TOMORROW SLEEP LLC

By:  _____
DocuSigned by:
186645B18C8B461...
Name: Allen Barry Canipe
Name: Director

TUFT & NEEDLE, LLC

By:  _____
DocuSigned by:
186645B18C8B461...
Name: Allen Barry Canipe
Name: Executive Vice President, Chief
Financial Officer, Treasurer and
Assistant Secretary

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
NONE		

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
NONE		

SCHEDULE II

PATENTS ISSUED

REGISTERED OWNER	PATENT NUMBER	TITLE
Dreamwell, Ltd.	10716409	SMART RESPONSE TECHNOLOGY MATTRESS

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
Dreamwell, Ltd.	17/012616	SLEEP CONCIERGE
Dreamwell, Ltd.	17/004703	COMPRESSIBLE MATTRESS
Dreamwell, Ltd.	17/004705	MATTRESS TOPPER INCLUDING CONVOLUTED FOAM LAYER
Dreamwell, Ltd.	16/928478	MATTRESS ASSEMBLY

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
NONE		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
NONE		