

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6486180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FREDMAN BROS. FURNITURE COMPANY, INC.	01/08/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	90 SOUTH 7TH STREET, 16TH FLOOR	
<b>Internal Address:</b>	MAC N9305-160	
<b>City:</b>	MINNEAPOLIS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55402	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8572777
	<b>Patent Number:</b>	9955796
	<b>Application Number:</b>	15880710
	<b>Application Number:</b>	16108305
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)766-1600	
<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>		
<b>Phone:</b>	6127666911	
<b>Email:</b>	susan.carlson@faegredrinker.com	
<b>Correspondent Name:</b>	SUSAN CARLSON, FAEGRE DRINKER BIDDLE	
<b>Address Line 1:</b>	90 SOUTH 7TH STREET SUITE 2200	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>NAME OF SUBMITTER:</b>	SUSAN CARLSON	
<b>SIGNATURE:</b>	/e/ Susan Carlson	
<b>DATE SIGNED:</b>	01/08/2021	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of January 8, 2021 by and between FREDMAN BROS. FURNITURE COMPANY, INC., an Illinois corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Secured Party").

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Grantor and Secured Party, Secured Party has agreed to make advances and grant certain other financial accommodations to Grantor from time to time pursuant to the terms and conditions thereof.

As a condition to making credit accommodations under the Credit Agreement, Secured Party required the execution and delivery by Grantor of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a security interest in substantially all of Grantor's personal property.

Pursuant to the Security Agreement, Grantor has been requested to execute and deliver this Patent Security Agreement to Secured Party for ease of recordation in the relevant records with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the premises and mutual covenants contained in the Credit Agreement, the Security Agreement and this Patent Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in **Section 1.2** of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition to those terms defined elsewhere in this Patent Security Agreement, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

"Patent" means any patent or application for patent.

"Patent Collateral" means all right, title and interest of Grantor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents.
- (iv) All present and future license agreements with respect to the Patents.
- (v) All proceeds of any and all of the foregoing.

“Specified Patent” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

2. **Grant of Security Interest.** In order to secure the Secured Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent Collateral to the Secured Party.

3. **Representations and Warranties.** Grantor represents and warrants that it owns each of the Specified Patents noted as owned by it in Schedule A, in each case free and clear of any Lien other than Permitted Liens.

4. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Patent Collateral shall in all respects be governed by the Security Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein. This Patent Security Agreement shall terminate and the Security Interest shall be released concurrently with the release of the Liens granted pursuant to the Security Agreement.


5. **CHOICE OF LAW, JURISDICTION, VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*Signature pages follow*

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of the date written above.

Fredman Bros. Furniture Company, Inc.  
8226 Lackland Road  
Saint Louis, Missouri 63114  
Attn: Elan Fredman  
Email: efredman@glideaway.com

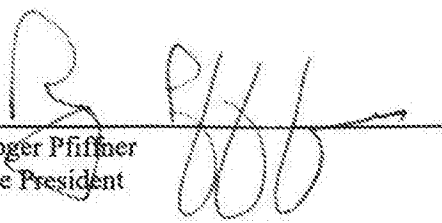
**FREDMAN BROS. FURNITURE COMPANY,  
INC.**

By:   
Name: Elan Fredman  
Title: CFO

*Signature Page to Patent Security Agreement*

Wells Fargo Bank, National Association  
MAC N9305-160  
90 South 7th Street, 16th Floor  
Minneapolis, MN 55402  
Attention: Bryce Haugrud  
Email: Bryce.haugrud@wellsfargo.com

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Roger Pfiffner  
Title: Vice President

*Signature Page to Patent Security Agreement*

PATENT  
REEL: 054853 FRAME: 0811

**SCHEDULE A****UNITED STATES ISSUED PATENTS**

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Grant No.</b>	<b>Grant Date</b>
ADJUSTABLE BED BASE	13/447,496	April 16, 2012	8,572,777	November 5, 2013
MATTRESS PROTECTOR AND REMOVABLE COVER ASSEMBLY	15/220,682	July 27, 2016	9,955,796	May 1, 201

**UNITED STATES PATENT APPLICATIONS**

<b>Application No.</b>	<b>Application Date</b>	<b>Title</b>
15/880,710	January 26, 2018	VOICE ACTIVATED ADJUSTABLE BED SYSTEM
16/108,305	August 22, 2018	MULTI-FUNCTION DEVICE FOR AN ADJUSTABLE BED SYSTEM

Exhibit A

US.130631724.03