

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6531572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT (SUPPLEMENT)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SEALY TECHNOLOGY LLC	02/02/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN STREET FLOOR LS2
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16825569
Application Number:	16825609
Application Number:	16758150
Application Number:	16856564
Application Number:	16971099
Application Number:	29746765
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	2023704750
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	JENNIFER TINDIE
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1323470
<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	02/03/2021

**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT  
(Supplement)**

THIS PATENT SECURITY AGREEMENT, dated as of February 2, 2021 (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 that certain Amended and Restated Credit Agreement dated as of October 16, 2019 and amended by Amendment No. 1 as of May 13, 2020 and further amended by Amendment No. 2 as of June 10, 2020 and Amendment No. 3 as of February 2, 2021 (as it may be further 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, 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.

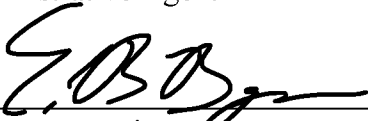
SEALY TECHNOLOGY LLC

By: 

Name: James M. Schockett  
Title: Vice President, Treasurer and  
Assistant Secretary

Acknowledged:

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

By:   
Name: Eric B. Bergeson  
Title: Authorized Officer

**Schedule 1  
to Patent Security Agreement**

**PATENT AND DESIGN PATENTS**

None.

**PATENT AND DESIGN PATENT APPLICATIONS**

<b>Patent</b>	<b>Filing Date</b>	<b>App. No.</b>
COIL-IN-COIL SPRINGS WITH NON-LINEAR LOADING RESPONSES AND MATTRESS INCLUDING THE SAME	20-Mar-2020	16/825,569
COIL SPRINGS WITH NON-LINEAR LOADING RESPONSES AND MATTRESSES INCLUDING THE SAME	20-Mar-2020	16/825,609
POCKET COIL SPRING ASSEMBLY INCLUDING FLEXIBLE FOAM	22-Apr-2020	16/758,150
NON-LINEAR SPRINGS AND MATTRESSES INCLUDING THE SAME	23-Apr-2020	16/856,564
SUPPORT CUSHIONS INCLUDING A POCKETED COIL LAYER WITH A PLURALITY OF FABRIC TYPES FOR DIRECTING AIR FLOW, AND METHODS FOR CONTROLLING SURFACE TEMPERATURE OF SAME	19-Aug-2020	16/971,099
MATTRESS COVER	24-Aug-2020	29/746,765