

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6686351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTERN SLEEP PRODUCTS COMPANY	04/28/2021
RECEIVING PARTY DATA	
Name:	BLUE TORCH FINANCE, LLC
Street Address:	150 EAST 58TH STREET
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9888782
CORRESPONDENCE DATA	
Fax Number:	(212)806-6006
<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>	
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ATTORNEY DOCKET NUMBER:	006769/0006
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	04/30/2021
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 28, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), between Eastern Sleep Products Company, a Virginia corporation having an address of 4901 Fitzhugh Avenue, Richmond, Virginia 23230, (the "Grantor"), and BLUE TORCH FINANCE, LLC, a Delaware limited liability company having an address of 150 East 58th Street, 18th Floor, New York, New York 10155 as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Financing Agreement dated as of April 28, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Parent, each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent and Blue Torch Finance, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), and (b) the Pledge and Security Agreement, dated as of April 28, 2021, by and among the Grantors party thereto and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Patent Collateral"):

(a) all patents all registrations and recordings thereof and all applications for patent , including registrations, recordings and pending applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, divisionals, continuations, reexaminations and extensions thereof and amendments thereto, in each case throughout the world (the "Patents");

(b) all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(c) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof and amendments thereto, and the inventions disclosed or claimed therein, and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages,

restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damage and, all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect to any of the foregoing.

3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Recordation. Grantor hereby authorizes the Commissioners for Patents and any other related government officials to record and register this Agreement in connection with the Patent Collateral.

[Continued on the following page.]

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

EASTERN SLEEP PRODUCTS COMPANY

By: Veeton M
Name: Mathew Veeton
Title: Chief Financial Officer, Secretary and
Treasurer

BLUE TORCH FINANCE, LLC, as Collateral

Agent DocuSigned by:

By: *Kevin Genda*

Name: Kevin Genda

Title: Authorized Signor

SCHEDULE I

PATENTS

Patent Title	Patent No.	Issue Date	Serial No.	Filing Date
Temperature controlled mattress system	US9888782B 1	2/13/2018	US154221 63	2/1/2017