

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

EPAS ID: PAT7835989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HICKORY SPRINGS MANUFACTURING COMPANY	03/08/2023
HSM TRANSPORTATION, LLC	03/08/2023

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	301 SOUTH COLLEGE STREET
<b>Internal Address:</b>	5TH FLOOR
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	10485357
Patent Number:	9918558
Patent Number:	11161952
Patent Number:	9861857
Patent Number:	9635952
Patent Number:	10213029
Patent Number:	10391896
Patent Number:	10682930
Patent Number:	9108543
Patent Number:	10793031
Patent Number:	9540082
Application Number:	17492388
Application Number:	16295367
Application Number:	63327473

**CORRESPONDENCE DATA**

Fax Number:

*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.*

PATENT

**Phone:** 6785534768  
**Email:** slickerb@gtlaw.com  
**Correspondent Name:** BRITTINY SLICKER  
**Address Line 1:** 3333 PIEDMONT ROAD NE  
**Address Line 2:** SUITE 2500  
**Address Line 4:** ATLANTA, GEORGIA 30305

**NAME OF SUBMITTER:** BRITTINY SLICKER

**SIGNATURE:** /Brittany Slicker/

**DATE SIGNED:** 03/09/2023

**Total Attachments: 8**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 8th day of March, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Hickory Springs Manufacturing Company, as parent ("Parent"), and the Subsidiaries of Parent identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower," and collectively, jointly and severally, as, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo, as lead arranger and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each Grantor is a party to that certain Guaranty and Security Agreement, dated as of September 25, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and 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(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of the Loan Parties, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

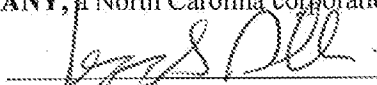
JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

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

**GRANTORS:**

**HICKORY SPRINGS MANUFACTURING  
COMPANY**, a North Carolina corporation

By:   
Name: Jeffrey S. Gilliam  
Title: Chief Financial Officer and Treasurer

**HSM TRANSPORTATION, LLC**,  
a North Carolina limited liability company

By:   
Name: Jeffrey S. Gilliam  
Title: Chief Financial Officer and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By: *Susan Carr*

Name: Susan Carr

Title: Vice President

[HSM— PATENT SECURITY AGREEMENT]

**PATENT  
REEL: 062928 FRAME: 0466**

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application / Patent No.</b>	<b>Filing / Registration Date</b>
Hickory Springs Manufacturing Company	United States	FLOTATION DEVICE	9540082	01/10/2017
Hickory Springs Manufacturing Company	United States	FOAM MATTRESS WITH REINFORCED EDGES	10485357	11/26/2019
Hickory Springs Manufacturing Company	Canada	HIGH TEMPERATURE NON-CROSSLINKED POLYETHYLEN E-BASED FOAM AND METHODS OF MAKING THE SAME	2942265	11/29/2022
Hickory Springs Manufacturing Company	United States	HIGH TEMPERATURE NON-CROSSLINKED POLYETHYLEN E-BASED FOAM AND METHOD OF MAKING THE SAME	17/492,388	10/01/2021
Hickory Springs Manufacturing Company	United States	MATTRESS WITH AN AIR FLOW CHANNEL	9918558	03/20/2018



Hickory Springs Manufacturing Company	United States	METHODS OF INSULATING PIPING AND OTHER MATERIALS USING HIGH TEMPERATURE NON-CROSSLINKED POLYETHYLENE-BASED FOAM	11161952	11/02/2021
Hickory Springs Manufacturing Company	United States	MULTIPLE STRAND POOL NOODLE	9861857	01/09/2018
Hickory Springs Manufacturing Company	United States	SLEEP FABRIC LAYER WITH INDIVIDUALLY POCKETED COILS	9635952	05/02/2017
Hickory Springs Manufacturing Company	United States	SLEEP FABRIC LAYER WITH INDIVIDUALLY POCKETED COILS	10213029	02/26/2019
Hickory Springs Manufacturing Company	United States	SLEEPER SOFA WITH A SOLID SUPPORT DECK	16/295,367	03/07/2019
Hickory Springs Manufacturing Company	United States	Expandable Foam Plank and Corner Protector Formed from the Same	63/327,473	04/05/2022

HSM Transportation, LLC	United States	BUS SEAT	10391896	08/27/2019
HSM Transportation, LLC	United States	BUS SEAT	10682930	06/16/2020
HSM Transportation, LLC	United States	PORTABLE CHILD RESTRAINT SEAT	9108543	08/18/2015
HSM Transportation, LLC	United States	VEHICLE SEAT WITH STORABLE HARNESS	10793031	10/06/2020

**Patent Licenses**

None.