

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

EPAS ID: PAT7959810

<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>
AMERICAN TEXTILE COMPANY, INCORPORATED (DE)	05/12/2023
AMERICAN TEXTILE COMPANY, INCORPORATED (PA)	05/12/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION,
<b>Street Address:</b>	100 N. 18TH STREET, 21ST FLOOR
<b>Internal Address:</b>	ATTENTION: JAMES KELLY
<b>City:</b>	PHILADELPHIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9468318
Patent Number:	10524583
Patent Number:	10694862
Application Number:	17071281
<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>	2027393000
<b>Email:</b>	patents@morganlewis.com, robert.goodell@morganlewis.com
<b>Correspondent Name:</b>	MORGAN LEWIS & BOCKIUS LLP
<b>Address Line 1:</b>	1111 PENNSYLVANIA AVE., N.W.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	058438-14-0939
<b>NAME OF SUBMITTER:</b>	ROBERT J. GOODELL
<b>SIGNATURE:</b>	/Robert J. Goodell/
<b>DATE SIGNED:</b>	05/17/2023
<b>Total Attachments: 5</b>	

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 12th day of May, 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 ("Secured Party").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Borrowers (as defined in the Credit Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party that certain Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party 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 Security Agreement or, if not defined therein, in the Credit Agreement. The rules of interpretation specified in the Credit Agreement (including Sections 1.2, 1.3, 1.4, 1.5 and 1.6 thereof) shall be applicable to this Patent Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party 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 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 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 them, to Secured Party, 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 Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the 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 Secured Party with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party 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 Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Patent Security Agreement.


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

[SIGNATURE PAGE FOLLOWS]

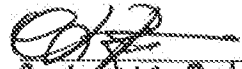
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN TEXTILE COMPANY, INCORPORATED,  
a Delaware corporation

By:   
Name: C. Lance Rittenberg  
Title: President & CEO

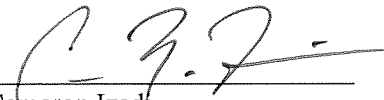
AMERICAN TEXTILE COMPANY, INCORPORATED,  
a Pennsylvania corporation

By:   
Name: C. Lance Rittenberg  
Title: President & CEO

[Signature page to Patent Security Agreement]

**SECURED PARTY:**

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

By:   
Name: Cameron Izadi  
Its Authorized Signatory

[Signature page to Patent Security Agreement]

**PATENT**  
**REEL: 063678 FRAME: 0606**

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

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Title</b>	<b>Patent Appl. No. or Issued Patent No.</b>	<b>Date Filed or Issued</b>
American Textile Company, Incorporated	United States	ROTARY PILLOW WHOMPER	9,468,318	10/18/2016
American Textile Company, Incorporated	United States	MATTRESS PROTECTOR WITH IMPROVED MOISTURE MANAGEMENT AND BED BUG CONTAINMENT	10,524,583	01/07/2020
American Textile Company, Incorporated	United States	MATTRESS PROTECTOR WITH REMOVABLE TOP AND HAVING SIDE SUPPORTS	10,694,862	06/30/2020
American Textile Company, Incorporated	United States	WOVEN STRETCHABLE FITTED SHEET	17/071,281	10/15/2020

**Patent Licenses (n/a)**