

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8333778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CASPER SLEEP INC.	12/12/2023
RECEIVING PARTY DATA	
Name:	CUMULUS CAPITAL LLC
Street Address:	5016 MONUMENT AVENUE
City:	RICHMOND
State/Country:	VIRGINIA
Postal Code:	23230
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	D822911
Patent Number:	10736300
Patent Number:	D897133
Patent Number:	11039514
Patent Number:	D885640
Patent Number:	D915660
Patent Number:	9888785
Patent Number:	9661934
Patent Number:	11202517
Patent Number:	9962009
Patent Number:	D908398
Patent Number:	D919333
Patent Number:	D776960
Patent Number:	11116326
Patent Number:	D927889
Patent Number:	D932809
Patent Number:	D822409
Patent Number:	D862104
Patent Number:	D904784
Patent Number:	11241100

Property Type	Number
Patent Number:	D921531
Patent Number:	11622636
Patent Number:	D993673
Patent Number:	D992932
Patent Number:	D992933
Patent Number:	D990935
Application Number:	17347211
Application Number:	29752340

CORRESPONDENCE DATA

Fax Number: (617)502-5002

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.

Phone: 617-248-5000

Email: PatentDocket@choate.com

Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET

Address Line 1: TWO INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2013908-0007

NAME OF SUBMITTER: BRIAN E. REESE, PHD, JD, MBA

SIGNATURE: /Brian E. Reese/

DATE SIGNED: 12/14/2023

Total Attachments: 12

source=2L Intellectual Property Security Agreement - Casper#page1.tif
source=2L Intellectual Property Security Agreement - Casper#page2.tif
source=2L Intellectual Property Security Agreement - Casper#page3.tif
source=2L Intellectual Property Security Agreement - Casper#page4.tif
source=2L Intellectual Property Security Agreement - Casper#page5.tif
source=2L Intellectual Property Security Agreement - Casper#page6.tif
source=2L Intellectual Property Security Agreement - Casper#page7.tif
source=2L Intellectual Property Security Agreement - Casper#page8.tif
source=2L Intellectual Property Security Agreement - Casper#page9.tif
source=2L Intellectual Property Security Agreement - Casper#page10.tif
source=2L Intellectual Property Security Agreement - Casper#page11.tif
source=2L Intellectual Property Security Agreement - Casper#page12.tif

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS, LIENS, RIGHTS AND REMEDIES EVIDENCED OR GRANTED HEREBY OR BY THE OTHER SECOND PRIORITY DOCUMENTS (INCLUDING THE PAYMENT OF PRINCIPAL, INTEREST, FEES AND EXPENSES) ARE SUBORDINATED IN RIGHT OF PAYMENT AND PRIORITY TO THE PRIOR PAYMENT AND SATISFACTION IN FULL IN CASH OF ALL FIRST PRIORITY OBLIGATIONS AND OTHER OBLIGATIONS OF THE LOAN PARTIES OWING TO THE FIRST PRIORITY REPRESENTATIVE AND FIRST PRIORITY CREDITORS UNDER THE FIRST PRIORITY DOCUMENTS (AND THE LIENS SECURING SUCH OBLIGATIONS) IN ACCORDANCE WITH THE TERMS OF (AND AS SUCH FOREGOING TERMS ARE DEFINED IN) THAT CERTAIN SECOND LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SECOND LIEN INTERCREDITOR AGREEMENT”), DATED AS OF DECEMBER 12, 2023, BY AND AMONG, TIGER FINANCE, LLC, AS FIRST PRIORITY REPRESENTATIVE THEREUNDER, CUMULUS CAPITAL LLC (OR ITS PERMITTED ASSIGNS AND SUCCESSORS), AS SECOND PRIORITY REPRESENTATIVE THEREUNDER, AND ACKNOWLEDGED BY, AMONG OTHERS, MARLIN PARENT, INC. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS SECURITY AGREEMENT AND THE SECOND LIEN INTERCREDITOR AGREEMENT, THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN. ALL ASSIGNMENTS HEREOF BY ANY SECOND PRIORITY REPRESENTATIVE OR SECOND PRIORITY CREDITOR, AS APPLICABLE, SHALL ONLY BE MADE TO AN ASSIGNEE THAT CONCURRENTLY THEREWITH (OR PRIOR THERETO) BECOMES A PARTY TO OR BOUND BY THE SECOND LIEN INTERCREDITOR AGREEMENT IN THE SAME CAPACITY AS THE APPLICABLE ASSIGNOR HEREUNDER IN RESPECT OF SUCH ASSIGNED INTEREST (IT BEING AGREED IN ALL CASES THAT ANY SUCH ASSIGNEE SHALL BE DEEMED BOUND BY THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT REGARDLESS OF ANY SUCH AGREEMENT OR LACK OF SUCH AGREEMENT TO BE SO BOUND THEREBY OR BE A PARTY THERETO).

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as December 12, (this “Agreement”), between Casper Sleep, Inc., a Delaware corporation (the “Grantor”) and Cumulus Capital LLC (“Cumulus”), as administrative agent and collateral agent (together with its permitted assigns and successors, in such capacities, the “Agent”) for the ratable benefit of the Credit Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Second Lien Security Agreement, dated as of December 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantor, the affiliates of the Grantor party thereto and the Agent. The Lenders (as defined below) have extended credit to the Lead Borrower (as defined in Second Lien Credit Agreement, dated as of December 12,

2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among MARLIN PARENT, INC., a Delaware corporation, the Grantor, the affiliates of the Grantor party thereto the lenders from time to time party thereto (the “Lenders”), and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.18 of the Credit Agreement and Section 3.3 of the Security Agreement, the parties hereto agree as follows:

SECTION 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, as applicable.

SECTION 2. ***Grant of Security Interest.*** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Credit Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Intellectual Property are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

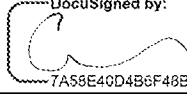
SECTION 4. ***Intercreditor Agreement.*** The parties hereto hereby agree that this Agreement and the obligations, Liens, rights and remedies evidenced or granted hereby or by the other Second Priority Documents (including the payment of principal, interest, fees and expenses) are subordinated in right of payment and priority to the prior payment and satisfaction in full in cash of all First Priority Obligations and other obligations of the Loan Parties owing to the First Priority Representative and First Priority Creditors under the First Priority Documents (and the Liens securing such obligations) in accordance with the terms of (and as such foregoing terms are defined in) that certain Subordination and Intercreditor Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Intercreditor Agreement”), dated as of December 12, 2023 by and among, Tiger Finance, LLC, as First Priority Representative thereunder, Cumulus Capital LLC (or its permitted assigns or successors) as Second Priority Representative thereunder, and acknowledged by, among others, Marlin Parent, Inc. In the event of any conflict between the provisions of this Security Agreement and the Second Lien Intercreditor Agreement, the terms of the Second Lien Intercreditor Agreement shall govern. All assignments hereof by any Second Priority Representative or Second Priority Creditor, as applicable, shall only be made to an assignee that concurrently therewith (or prior thereto) becomes a party to or bound by the Second Lien Intercreditor Agreement in the same capacity as the applicable assignor hereunder in respect of such assigned interest (it being agreed in all cases that any such assignee shall be deemed bound by the terms of the Second Lien Intercreditor Agreement in the same capacity as the applicable assignor hereunder in respect of such assigned interest (it being agreed in all cases that any such assignee shall be deemed bound by the terms of the Second Lien Intercreditor Agreement regardless of any such agreement or lack of such agreement to be so bound thereby or be a party thereto)).

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

[Signature Pages Follow]

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

CASPER SLEEP INC., as the Grantor

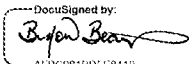
By:  7A58E40D4B6F48B...
Name: Emilie Arel
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 065885 FRAME: 0443

CUMULUS CAPITAL LLC,


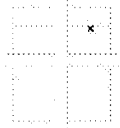



as the Agent




By: 
Name: Bradford Beauchamp
Title: Manager

[Intellectual Property Security Agreement]

PATENT
REEL: 065885 FRAME: 0444

SCHEDULE I
TRADEMARK REGISTRATIONS

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	(Device Only) 	86858089	5197539	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86925280	5056526	Registered	Casper Sleep Inc.
United States of America	(Device Only) 	86925225	5173268	Registered	Casper Sleep Inc.
United States of America	A NEW DAY IN SLEEP	87/603,545	5,587,733	Registered	Casper Sleep Inc.
United States of America	AIRSCAPE	88/795,776	6,357,116	Registered	Casper Sleep Inc.
United States of America	AWAKEN THE POTENTIAL OF A WELL-RESTED WORLD	88/247,319	6,907,331	Registered	Casper Sleep Inc.
United States of America	BEDTIME IS BACK	88/072,614	5,709,479	Registered	Casper Sleep Inc.
United States of America	BOX (TRADE DRESS 2) 	87029545	5100385	Registered	Casper Sleep Inc.
United States of America	C LOGO 	86598178	5728078	Registered	Casper Sleep Inc.

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	C LOGO 	87140438	5692173	Registered	Casper Sleep Inc.
United States of America	C LOGO 	86980570	5116102	Registered	Casper Sleep Inc.
United States of America	C LOGO 	87291852	5692281	Registered	Casper Sleep Inc.
United States of America	CASPER	86/783,983	5,514,131	Registered	Casper Sleep Inc.
United States of America	CASPER	86976148	4762027	Registered	Casper Sleep Inc.
United States of America	CASPER	86915350	5053896	Registered	Casper Sleep Inc.
United States of America	CASPER	86978583	4961680	Registered	Casper Sleep Inc.
United States of America	CASPER	87140430	5601860	Registered	Casper Sleep Inc.
United States of America	CASPER	86980516	5097355	Registered	Casper Sleep Inc.
United States of America	CASPER	87291885	5255716	Registered	Casper Sleep Inc.
United States of America	CASPER	87291861	5414144	Registered	Casper Sleep Inc.
United States of America	CASPER	87979664	5693695	Registered	Casper Sleep Inc.
United States of America	CASPER ELEMENT	88/620,905	6,381,150	Registered	Casper Sleep Inc.

Country	Title	Serial No.	Reg. No.	Status	Owner
United States of America	CASPER HAVEN	88/859,166	6,412,406	Registered	Casper Sleep Inc.
United States of America	CASPER NOVA	88/620,907	6,381,151	Registered	Casper Sleep Inc.
United States of America	CASPER REPOSE	88/859,138	6,412,405	Registered	Casper Sleep Inc.
United States of America	GREAT MINDS SLEEP ALIKE	86/783,960	5,944,355	Registered	Casper Sleep Inc.
United States of America	HYPERLITE	90/199,396	6,890,222	Registered	Casper Sleep Inc.
United States of America	IT'S BEDTIME SOMEWHERE	87/870,586	5,611,549	Registered	Casper Sleep Inc.
United States of America	SLEEP IS THE ANSWER	88/226,439	6,834,200	Registered	Casper Sleep Inc.
United States of America	THE CASPER SNUG MATTRESS	88/772,355	6,167,665	Registered	Casper Sleep Inc.
United States of America	THE CASPER SNUG MATTRESS	88/772,347	6,381,417	Registered	Casper Sleep Inc.
United States of America	THE DREAMERY	87/979,961	5,711,676	Registered	Casper Sleep Inc.
United States of America	THE DREAMERY	87/545,298	6,463,801	Registered	Casper Sleep Inc.
United States of America	THE SHEETS MAKE THE BED	86/783,964	5,944,356	Registered	Casper Sleep Inc.
United States of America	THE SNUG	88/772,340	6,188,509	Registered	Casper Sleep Inc.
United States of America	VAN WINKLE'S	86/638,959	5,670,710	Registered	Casper Sleep Inc.
United States of America	WOOLLY	87/422,369	5,371,766	Registered	Casper Sleep Inc.

SCHEDULE II
PATENTS

Country	Title	Application No. Filing Date	Patent No. Issue Date	Status	Owner
U.S.	Dog Mattress (Design)	29/574,489 August 16, 2016	D822,911 July 10, 2018	Issued	Casper Sleep Inc.
U.S.	Dog Mattress (Utility)	15/677,387 August 15, 2017	10,736,300 August 11, 2020	Issued	Casper Sleep Inc.
U.S.	Duvet Cover (Design)	29/610,852 July 17, 2017	D897,133 September 29, 2020	Issued	Casper Sleep Inc.
U.S.	Interactive Portable Lighting System (Nova)	16/241,665 January 7, 2019	11,039,514 June 15, 2021	Issued	Casper Sleep Inc.
U.S.	Lamp Assembly (Nova) (Design)	29/667,664 October 23, 2018	D885,640 May 26, 2020	Issued	Casper Sleep Inc.
U.S.	Lamp Assembly (Nova) (Design)	29/731,251 April 14, 2020	D915,660 April 6, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress	14/689,945 April 17, 2015	9,888,785 February 13, 2018	Issued	Casper Sleep Inc.
U.S.	Mattress	15/080,582 March 24, 2016	9,661,934 May 30, 2017	Issued	Casper Sleep Inc.
U.S.	Mattress	15/872,737 January 16, 2018	11,202,517 December 21, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress	15/405,906 January 13, 2017	9,962,009 May 8, 2018	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/703,367 August 27, 2019	D908,398 January 26, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,421 October 28, 2020	D919,333 May 18, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/524,231 April 17, 2015	D776,960 January 24, 2017	Issued	Casper Sleep Inc.

Country	Title	Application No. Filing Date	Patent No. Issue Date	Status	Owner
U.S.	Mattress Containing Ergonomic and Firmness- Regulating Endoskeleton (Wave)	16/102,649 August 13, 2018	11,116,326 September 14, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress Layer (Design)	29/709,721 October 16, 2019	D927,889 August 17, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress Layer (Design)	29/784,475 May 19, 2021	D932,809 October 12, 2021	Issued	Casper Sleep Inc.
U.S.	Pillow Set	29/545,838 November 16, 2015	D822,409 July 10, 2018	Issued	Casper Sleep Inc.
U.S.	Platform Bed Frame (Design)	29/641,393 March 21, 2018	D862,104 October 8, 2019	Issued	Casper Sleep Inc.
U.S.	Platform Bed Frame (Design)	29/700,264 August 1, 2019	D904,784 December 15, 2020	Issued	Casper Sleep Inc.
U.S.	Temperature -Regulating Mattress	16/390,194 April 22, 2019	11,241,100 February 8, 2022	Issued	Casper Sleep Inc.
U.S.	Zipper (Design)	29/705,095 September 10, 2019	D921,531 June 8, 2021	Issued	Casper Sleep Inc.
U.S.	Mattress	17/457,437 December 3, 2021	11,622,636 April 11, 2023	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,424 October 28, 2020	D993,673 August 1, 2023	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,427 October 28, 2020	D992,932 July 25, 2023	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,437 October 28, 2020	D992,933 July 25, 2023	Issued	Casper Sleep Inc.
U.S.	Mattress (Design)	29/756,442 October 28, 2020	D990,935 July 4, 2023	Issued	Casper Sleep Inc.

PATENT APPLICATIONS

Country	Title	Application No. Filing Date	Patent No. Issue Date	Status	Owner
U.S.	Interactive Portable Lighting System (Nova)	17/347,211 June 14, 2021		Pending	Casper Sleep Inc.
U.S.	Woven Textile (Design)	29/752,340 September 26, 2020		Pending	Casper Sleep Inc.

SCHEDULE III
COPYRIGHT REGISTRATIONS

Country	Title	Registration Number	Registration Date (Year)	Registered Owner or Beneficial Owner
United States of America	CODE.	TX0008105907	2014	Casper Sleep Inc.
United States of America	WEBSITE LOOK AND FEEL.	VA0001955047	2014	Casper Sleep Inc.