

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Classic Brands, LLC		03/16/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MB Financial Bank, N.A.
Street Address:	6111 N. River Road, 3rd Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5124850	CHALET MATTRESS
Registration Number:	5124851	POSTUREPLUS
Registration Number:	5124849	POSTURE+
Registration Number:	5120039	EUROFRAME
Registration Number:	4688863	DEFEND-A-BED
Registration Number:	4287547	INSTANT FOUNDATION
Registration Number:	4369310	VALUEPEDIC
Registration Number:	4302292	POSTURE CLOUD
Registration Number:	4429394	PEDIC ADVANTAGE
Registration Number:	4014671	SLEEP OPTIONS
Registration Number:	5076142	MODERNSLEEP
Registration Number:	4677393	ADVANCED COMFORT
Registration Number:	4638109	DEFENDABED
Registration Number:	4706908	SLEEP TRENDS
Registration Number:	4739924	THE NEW SHAPE OF COMFORT
Registration Number:	4960631	THE SHAPE OF THINGS TO COME
Registration Number:	5037125	POSTURELOFT
Registration Number:	3994667	DELANDIS

OP \$465.00 5124850

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.

Phone: 410-385-3692**Email:** laura.brengartner@wolterskluwer.com**Correspondent Name:** Peter C. Brockmeyer**Address Line 1:** 100 Light Street**Address Line 4:** Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Laura Brengartner
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SIGNATURE:	/Laura Brengartner/
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DATE SIGNED:	03/21/2017
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Total Attachments: 6

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Schedule A to Filing

Country	Trademark	Registration #	Issue Date	Owner
USA	Chalet Mattress	5124850	Jan. 17, 2017	Classic Brands, LLC
USA	Postureplus	5124851	Jan. 17, 2017	Classic Brands, LLC
USA	Posture+	5124849	Jan. 17, 2017	Classic Brands, LLC
USA	Euroframe	5120039	Jan. 10, 2017	Classic Brands, LLC
USA	Defend-A-Bed	4688863	Feb. 17, 2015	Classic Brands, LLC
USA	Instant Foundation	4287547	Feb. 12, 2013	Classic Brands, LLC
USA	Valuepedic	4369310	July 16, 2013	Classic Brands, LLC
USA	Posture Cloud	4302292	Mar. 12, 2013	Classic Brands, LLC
USA	Pedic Advantage	4429394	Nov. 5, 2013	Classic Brands, LLC
USA	Sleep Options	4014671	Aug. 23, 2011	Classic Brands, LLC
USA	Modern Sleep	5076142	Nov. 8, 2016	Classic Brands, LLC
USA	Advanced Comfort	4677393	Jan. 27, 2015	Classic Brands, LLC
USA	Defendabed	4638109	Nov. 11, 2014	Classic Brands, LLC
USA	Sleep Trends	4706908	Mar. 24, 2015	Classic Brands, LLC
USA	The New Shape of Comfort	4739924	May 19, 2015	Classic Brands, LLC
USA	The Shape of Things to Come	4960631	May 17, 2016	Classic Brands, LLC
USA	Postureloft	5037125	Sep. 6, 2016	Classic Brands, LLC
USA	DeLandis	3994667	July 12, 2011	Classic Brands, LLC

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, CLASSIC BRANDS, LLC, a Delaware limited liability company ("Grantor") owns the trademarks, trademark registrations, trademark applications set forth on Schedule A attached hereto, and any and all goodwill associated therewith; and

WHEREAS, MB FINANCIAL BANK, N.A., a national banking association (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications described above and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Amended and Restated Credit and Security Agreement, dated as of March 8, 2017 between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 16th day of March, 2017.


GRANTOR:

CLASSIC BRANDS, LLC,
a Delaware limited liability company

By: 
Name: Michael Lippelli
Title: President

GRANTEE:

MB FINANCIAL BANK, N.A.,
a national banking association

By: 
Name: Martha Gaskin
Title: Senior Vice President

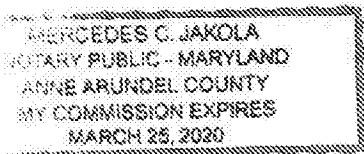
STATE OF Maryland)
COUNTY OF Howard)

On this 16 day of March, 2017, before me personally came Michael Zippelli, to me known, who, being by me duly sworn did depose and say that he is the President of Classic Brands, LLC the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mercedes C. Jakola
Notary Public

My Commission Expires: March 25, 2020



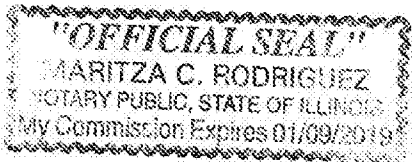
STATE OF Maryland)
COUNTY OF Anne Arundel)

On this 16 day of March, 2017, before me personally came Maritza Gaskin, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of MB Financial Bank, N.A., the bank described in and which executed the foregoing instrument and that she signed her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____
Maritza C. Rodriguez
MB Business Capital
A Division of MB Financial Bank
Rosemont, IL 60018



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Chalet Mattress	5124850	Jan. 17, 2017	Classic Brands, LLC
USA	Postureplus	5124851	Jan. 17, 2017	Classic Brands, LLC
USA	Posture+	5124849	Jan. 17, 2017	Classic Brands, LLC
USA	Euroframe	5120039	Jan. 10, 2017	Classic Brands, LLC
USA	Defend-A-Bed	4688863	Feb. 17, 2015	Classic Brands, LLC
USA	Instant Foundation	4287547	Feb. 12, 2013	Classic Brands, LLC
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USA	Modern Sleep	5076142	Nov. 8, 2016	Classic Brands, LLC
USA	Advanced Comfort	4677393	Jan. 27, 2015	Classic Brands, LLC
USA	Defendabed	4638109	Nov. 11, 2014	Classic Brands, LLC
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USA	DeLandis	3994667	July 12, 2011	Classic Brands, LLC

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Classic Brands, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MB Financial Bank, N.A.

Street Address: 6111 N. River Road, 3rd Floor

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Individual(s) Citizenship _____
- Association Citizenship national banking association - USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof

See Schedule A attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto and made a part hereof

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter C. Brockmeyer

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3892

Docket Number: 100671-10

Email Address: pbrockmeyer@milesstockbridge.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

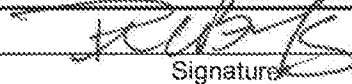
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

March 21, 2017

Date

Peter C. Brockmeyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 03/21/2017

REEL: 006016 FRAME: 0014