

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comfort Revolution, LLC		10/16/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A. as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn Street LS2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3776032	FRESH FOAM	
<b>Registration Number:</b>	3887015	COMFORT REVOLUTION	
<b>Registration Number:</b>	3962629	SLEEP ESSENTIALS	
<b>Registration Number:</b>	4046986	COMFORT REVOLUTION	
<b>Registration Number:</b>	4046985		
<b>Registration Number:</b>	4143721	GOOD NIGHTS. GREAT DAYS. REVOLUTIONARY C	
<b>Registration Number:</b>	4115548	DREAM THERAPY	
<b>Registration Number:</b>	4272739	HYDRALUXE	
<b>Registration Number:</b>	4373783	DREAMFINITY	
<b>Registration Number:</b>	4602629	COOLING CUBES	
<b>Registration Number:</b>	4667839	SLEEP ESSENTIALS	
<b>Registration Number:</b>	4762067	MEMORY SPRING	
<b>Registration Number:</b>	4568593	DREAMFINITY	
<b>Registration Number:</b>	4829645	DREAM BLISS	
<b>Registration Number:</b>	4870835	HYDRALUXE FROST	
<b>Registration Number:</b>	4981044	COMFORT MEMORIES	
<b>Registration Number:</b>	4994904	DREAMFROST	
<b>Registration Number:</b>	4994905	FROST	
<b>Registration Number:</b>	5000392	GEL BALANCE	
<b>TRADEMARK</b>			

OP \$915.00 3776032

Property Type	Number	Word Mark
Registration Number:	5103478	HYDRALUXE AIR
Registration Number:	5193205	KUSHION
Registration Number:	5233761	PERFECT CHILL
Registration Number:	5329010	HYDRALUXE GEL
Registration Number:	5352221	WAKE UP YOUR MATTRESS
Registration Number:	5383865	KUSHION
Registration Number:	5396608	MATTRESS CADDY
Registration Number:	5481590	COOL FLIP
Registration Number:	5492802	COOLREFRESH
Registration Number:	5503605	EQUINOX
Registration Number:	5503643	PURCHILL
Registration Number:	5525488	CLOUD COMFORT
Registration Number:	5562180	HOME GROWN FOAM
Registration Number:	5618343	WAKE UP RENEWED
Registration Number:	5661499	HYDRALUXE
Registration Number:	5676169	MAKE YOUR BED FEEL NEW AGAIN
Registration Number:	5701587	COMFORT REVOLUTION

#### 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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Ste 1130  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1141899 TM CR
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	10/17/2019

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by Comfort Revolution, LLC (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement (as hereinafter defined) or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantor owns, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of October 16, 2019 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of the Grantor’s Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue

for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the “**Trademark Collateral**”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

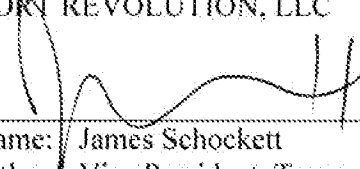
SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

COMFORT REVOLUTION, LLC

By:

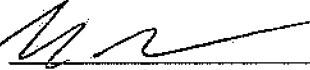
  
Name: James Schockett  
Title: Vice President, Treasurer and  
Assistant Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006773 FRAME: 0921**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Richard Barritt  
Title: Executive Director

Schedule 1  
to Trademark  
Security Agreement

**TRADEMARK REGISTRATIONS**

<u>No.</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
1.	Comfort Revolution, LLC	3,776,032	13-Apr-2010	FRESH FOAM
2.	Comfort Revolution, LLC	3,887,015	7-Dec-2010	COMFORT REVOLUTION
3.	Comfort Revolution, LLC	3,962,629	17-May-2011	SLEEP ESSENTIALS
4.	Comfort Revolution, LLC	4,046,986	25-Oct-2011	COMFORT REVOLUTION & Design
5.	Comfort Revolution, LLC	4,046,985	25-Oct-2011	COMFORT REVOLUTION LOGO
6.	Comfort Revolution, LLC	4,143,721	15-Mar-2012	GOOD NIGHTS. GREAT DAYS. REVOLUTIONARY COMFORT.
7.	Comfort Revolution, LLC	4,115,548	20-Mar-2012	DREAM THERAPY
8.	Comfort Revolution, LLC	4,272,739	8-Jan-2013	HYDRALUXE
9.	Comfort Revolution, LLC	4,373,783	23-Jul-2013	DREAMFINITY
10.	Comfort Revolution, LLC	4,602,629	9-Sep-2014	COOLING CUBES
11.	Comfort Revolution, LLC	4,667,839	6-Jan-2015	SLEEP ESSENTIALS
12.	Comfort Revolution, LLC	4,762,067	23-Jun-2015	MEMORY SPRING
13.	Comfort Revolution, LLC	4,568,593	15-Jul-2015	DREAMFINITY
14.	Comfort Revolution, LLC	4,829,645	13-Oct-2015	DREAM BLISS

<b>No.</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Trademark</b>
15.	Comfort Revolution, LLC	4,870,835	15-Dec-2015	HYDRALUXE FROST
16.	Comfort Revolution, LLC	4,981,044	21-Jun-2016	COMFORT MEMORIES
17.	Comfort Revolution, LLC	4,994,904	5-Jul-2016	DREAMFROST
18.	Comfort Revolution, LLC	4,994,905	5-Jul-2016	FROST
19.	Comfort Revolution, LLC	5,000,392	12-Jul-2016	GEL BALANCE
20.	Comfort Revolution, LLC	5,103,478	20-Dec-2016	HYDRALUXE AIR
21.	Comfort Revolution, LLC	5,193,205	25-Apr-2017	KUSHION
22.	Comfort Revolution, LLC	5,233,761	27-Jun-2017	PERFECT CHILL
23.	Comfort Revolution, LLC	5,329,010	7-Nov-2017	HYDRALUXE GEL
24.	Comfort Revolution, LLC	5,352,221	5-Dec-2017	WAKE UP YOUR MATTRESS
25.	Comfort Revolution, LLC	5,383,865	23-Jan-2018	KUSHION
26.	Comfort Revolution, LLC	5,396,608	6-Feb-2018	MATTRESS CADDY
27.	Comfort Revolution, LLC	5,481,590	29-May-2018	COOL FLIP
28.	Comfort Revolution, LLC	5,492,802	12-Jun-2018	COOLREFRESH
29.	Comfort Revolution, LLC	5,503,605	26-Jun-2018	EQUINOX
30.	Comfort Revolution, LLC	5,503,643	26-Jun-2018	PURCHILL
31.	Comfort Revolution, LLC	5,525,488	24-Jul-2018	CLOUD COMFORT
32.	Comfort Revolution, LLC	5,562,180	11-Sep-2018	HOME GROWN FOAM
33.	Comfort Revolution, LLC	5,618,343	27-Nov-2018	WAKE UP RENEWED



<u>No.</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
34.	Comfort Revolution, LLC	5,661,499	22-Jan-2019	HYDRALUXE
35.	Comfort Revolution, LLC	5,676,169	12-Feb-2019	MAKE YOUR BED FEEL NEW AGAIN
36.	Comfort Revolution, LLC	5,701,587	19-Mar-2019	COMFORT REVOLUTION & Design

**TRADEMARK APPLICATIONS**

None.