

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM546190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Down-Lite International, Inc.		10/18/2019	Corporation: OHIO

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Agent
Street Address:	425 Walnut Street
Internal Address:	8th Floor, CN-OH-W8
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	88594767	CONTINUOUS COMFORT
Serial Number:	88035120	REST-FILL
Registration Number:	5877731	360DOWN
Registration Number:	5800447	AHHHHHMAZING
Serial Number:	88070317	SLEEP CARE
Serial Number:	88208821	365DOWN
Serial Number:	88088529	THERMOLOFT
Serial Number:	88281008	EARTH'S FINEST
Serial Number:	88232136	DOWN HALO
Serial Number:	88256951	AHHHHHMAZING
Serial Number:	88273109	COMFORT INDEX
Serial Number:	88141495	COMFORTONE
Serial Number:	88141474	INTELLI-GRIP
Serial Number:	88141458	FLEXSUPPORT
Registration Number:	5875001	AQUALOFT
Serial Number:	87774281	SUPER-CLEAN FILL
Serial Number:	87864935	COREDOWNS
Serial Number:	87830328	EVERY POSITION PILLOW

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Property Type	Number	Word Mark
Serial Number:	87551427	FREEZE COOLING TECHNOLOGY
Serial Number:	87551404	FREEZE
Serial Number:	87841972	MATTRESS MATE
Serial Number:	87336964	RE-CHARGED DOWN CERTIFIED 100% RECYCLEDH
Serial Number:	87336939	RE-CHARGED DOWN
Registration Number:	5782578	ZZZ(BETTER)
Serial Number:	87698224	SMART TE(CH)XTILES
Registration Number:	5752717	COMPLETE RECOVERY
Serial Number:	87662940	INTELLI-PEDIC
Registration Number:	5628695	PLANETWISE
Registration Number:	5612543	DREAM NATURALLY
Registration Number:	5051061	FAT HEAD
Registration Number:	4906387	ULTIMATE GOOSE DOWN ALTERNATIVE
Registration Number:	5068912	COOLDOWN

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: 202-467-8800
Email: mjhoran@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 - IPLAW@VORYS
Address Line 2: ATTN: LAURA T. GEYER
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	24317-21
NAME OF SUBMITTER:	Miranda Horan
SIGNATURE:	/MirandaHoran/
DATE SIGNED:	10/22/2019

Total Attachments: 7
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of October 18, 2019 (the "Effective Date"), by and between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent (together with its successors in such capacity, "Agent") for the Secured Parties (as defined in the Financing Agreement, as defined below), having an office at 425 Walnut Street, 8th Floor, CN-OH-W8, Cincinnati, Ohio 45202, and **DOWN-LITE INTERNATIONAL, INC.**, an Ohio corporation, having its principal place of business at 8153 Duke Boulevard, Mason, Ohio 45040 ("Company"), and is as follows:

Preliminary Statements

A. Company and Agent are parties to that certain Trademark Security Agreement dated as of November 17, 2014 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or, if not defined in the Trademark Security Agreement, in the Financing Agreement (as defined in the Trademark Security Agreement).

B. Company, Agent, and the other Secured Parties and Credit Parties party thereto are parties to that certain Second Forbearance Agreement and Amendment to Financing Agreement, dated as of June 17, 2019 (as heretofore amended and as amended by the Third Forbearance Amendment (as defined below), the "Second Forbearance Agreement") pursuant to which Agent and the other Secured Parties agreed to temporarily and conditionally forbear from the exercise of the Collection Rights (as defined in the Second Forbearance Agreement).

C. Company and the other Credit Parties have requested that Agent and the other Secured Parties continue to temporarily and conditionally forbear from the exercise of the Collection Rights with respect to the October 2019 Stated Defaults (as defined in the Third Forbearance Amendment) and make certain modifications to the Second Forbearance Agreement and the Financing Agreement, in each case on the terms and subject to the conditions of that certain Third Amendment to Second Forbearance Agreement and Amendment to Financing Agreement dated as of even date herewith (the "Third Forbearance Amendment").

D. It is a condition precedent to the effectiveness of the Third Forbearance Amendment that Company execute and enter into this Amendment.

C. Company and Agent desire to amend the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Company hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule A, to be attached at the end of the existing Schedule A to the Trademark Security Agreement. Accordingly, Company hereby acknowledges and agrees that each trademark, registration, and application listed on the Supplement to Schedule A attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Collateral for all purposes of the Trademark Security Agreement and the other Loan Documents.

2. **Default.** Any default by Company in the performance of its obligations under this Amendment shall constitute an immediate Event of Default (as defined in the Financing Agreement) and an immediate Forbearance Default.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Company hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Collateral (as defined in the Trademark Security Agreement) granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Company (a) ratifies and reaffirms any and all grants of Liens to Agent on the Collateral (including, without limitation, the Trademarks set forth on the Supplement to Exhibit A attached hereto) as security for the Secured Obligations, and (b) acknowledges and confirms that the grants of the Liens to Agent on the Collateral: (i) represent continuing Liens on all of the Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles), except to the extent that the validity or perfection of the Liens or the remedies under the Trademark Security Agreement (as amended hereby), in respect of any particular Collateral,

are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Company and Agent as of the Effective Date.

DOWN-LITE INTERNATIONAL, INC.

By: 

John G. Kuhnash, Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____

Suzanne E. Geiger, Senior Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(DOWN-LITE)

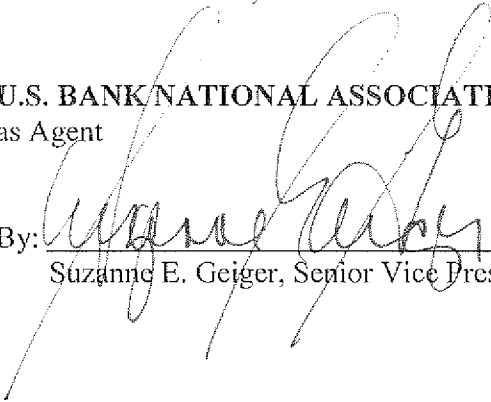
TRADEMARK
REEL: 006776 FRAME: 0720

IN WITNESS WHEREOF, this Amendment has been duly executed by Company and Agent as of the Effective Date.

DOWN-LITE INTERNATIONAL, INC.

By: _____
John G. Kuhnash, Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Suzanne E. Geiger, Senior Vice President



SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(DOWN-LITE)

TRADEMARK
REEL: 006776 FRAME: 0721

SUPPLEMENT TO EXHIBIT A

Additional Trademarks

Owner: Down-Lite International, Inc., an Ohio corporation

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	CONTINUOUS COMFORT	88594767	08/27/2019	n/a	n/a
2.	REST-FILL	88035120	07/12/2018	n/a	n/a
3.	360DOWN	88086540	08/21/2018	5877731	10/08/2019
4.	AHHHHHMAZING	88256826	01/10/2019	5800447	07/09/2019
5.	SLEEP CARE	88070317	08/08/2018	n/a	n/a
6.	365DOWN	88208821	11/28/2018	n/a	n/a
7.	THERMOLOFT	88088529	08/22/2018	n/a	n/a
8.	EARTH'S FINEST	88281008	01/29/2019	n/a	n/a
9.	DOWN HALO	88232136	12/17/2018	n/a	n/a
10.	AHHHHHMAZING	88256951	01/10/2019	n/a	n/a
11.	COMFORT INDEX	88273109	01/23/2019	n/a	n/a
12.	COMFORTONE	88141495	10/03/2018	n/a	n/a
13.	INTELLI-GRIP	88141474	10/03/2018	n/a	n/a
14.	FLEXSUPPORT	88141458	10/03/2018	n/a	n/a
15.	AQUALOFT	87771953	01/26/2018	5875001	10/01/2019
16.	SUPER-CLEAN FILL	87774281	01/29/2018	n/a	n/a
17.	COREDOWNS	87864935	04/05/2018	n/a	n/a
18.	EVERY POSITION PILLOW	87830328	03/12/2018	n/a	n/a
19.	FREEZE COOLING TECHNOLOGY 	87551427	08/01/2017	n/a	n/a
20.	FREEZE	87551404	08/01/2017	n/a	n/a
21.	MATTRESS MATE	87841972	03/20/2018	n/a	n/a
22.	RE-CHARGED DOWN CERTIFIED 100% RECYCLEDHIGH PERFORMANCE DOWN 	87336964	02/15/2017	n/a	n/a
23.	RE-CHARGED DOWN	87336939	02/15/2017	n/a	n/a
24.	ZZZ(BETTER)	87698206	11/27/2017	5782578	06/18/2019

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
25.	SMART TE(CH)XTILES	87698224	11/27/2017	n/a	n/a
26.	COMPLETE RECOVERY	87832224	03/13/2018	5752717	05/14/2019
27.	INTELLI-PEDIC	87662940	10/27/2017	n/a	n/a
28.	PLANETWISE	87435388	05/03/2017	5628695	12/11/2018
29.	DREAM NATURALLY	87304358	01/17/2017	5612543	11/20/2018
30.	FAT HEAD	86714693	08/04/2015	5051061	09/27/2016
31.	ULTIMATE GOOSE DOWN ALTERNATIVE	86482019	12/16/2014	4906387	02/23/2016
32.	COOLDOWN	85804178	12/17/2012	5068912	10/25/2016