

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOCOR, INC.		02/24/2020	Corporation: NEW JERSEY
INNOCOR FOAM TECHNOLOGIES - ACP, INC.		02/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	TWO MIDTOWN PLAZA, 1349 W. PEACHTREE STREET		
Internal Address:	SUITE 1050		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	4594041	ABSOLUTE COMFORT	
Registration Number:	2471859	ABSOLUTE COMFORT SYSTEM	
Registration Number:	3504310	ACELLA-FLEX	
Registration Number:	4626165	ADAPTICOOL	
Registration Number:	5124742	ASCELA	
Registration Number:	3874340	B. O. B.	
Registration Number:	4987343	BELLA VENTA	
Registration Number:	3502425	BIOFLEX	
Registration Number:	4538410	COMFORT ARC	
Registration Number:	4998518	COMFORT CO	
Registration Number:	4522973	COMFORT CO	
Registration Number:	4553186	COMFORT CO	
Registration Number:	4586169	COMFORT CO.	
Registration Number:	4983574	COMFORT CO.	
Registration Number:	4355305	COMFORT CRESCENT	
Registration Number:	4704414	COMFORT MADE TOUGH	
Registration Number:	5346439	COMFORT PLUS	
TRADEMARK			

CH \$2090.00 4594041

Property Type	Number	Word Mark
Registration Number:	4561525	COMFORT THAT KNOWS YOU
Registration Number:	5091554	COMFORT THAT WORKS AS HARD AS YOU DO
Registration Number:	4667593	COMFORT U
Registration Number:	4978824	COMFORTGRANDE
Registration Number:	3406005	COMFORTLUXE
Registration Number:	4753003	CONSTANTCOOL
Registration Number:	5055226	COOLVENT DESIGN
Registration Number:	5210160	COPPERREST
Registration Number:	5203058	CORE SOLUTIONS POWERED BY INNOVATION
Registration Number:	5324429	CRADLING CLOUD
Registration Number:	5162472	CUDDLY COMFORT
Registration Number:	4544429	CUSHION SUPPORT
Registration Number:	4126778	CUSTOMWAVE
Registration Number:	4386172	
Registration Number:	4303471	
Registration Number:	2553247	DREAM PILLOW
Registration Number:	3194068	DREAMAWAY
Registration Number:	4538567	ENDURAFRESH
Registration Number:	4538566	ENDURAFRESH
Serial Number:	87144979	EVENCOR
Serial Number:	86965328	EVENCOR C6
Registration Number:	5751695	EVENCOR GELPLUS
Registration Number:	5932326	EVENCOR GELPLUS
Registration Number:	5210158	FEEL YOUR BEST WITH COPPERREST
Registration Number:	5344441	FIND YOUR FIT
Serial Number:	86965324	HYPERCOR
Registration Number:	5050207	INNOCOR
Registration Number:	5050208	INNOCOR COMFORT
Registration Number:	5050209	INNOCOR FOAM TECHNOLOGIES
Registration Number:	4978745	LASTINGCOOL
Registration Number:	2953102	LIFESTYLE
Registration Number:	4841677	LOUNGEABLES
Serial Number:	86965320	LURACOR
Registration Number:	2198360	LURA-TEX
Registration Number:	2354111	MEGACRATE
Registration Number:	2486472	NOVAFORM
Registration Number:	3592457	NOVAFORM GRANDE ELEGANCE
Registration Number:	5809714	NOVAFORM SERAFINA

Property Type	Number	Word Mark
Registration Number:	5296954	NOVAFORM SERAFINA PEARL
Registration Number:	3573572	NUTRATEMP
Registration Number:	5788433	OWLS & LARKS
Registration Number:	5335736	PERFECTEMP
Registration Number:	2602530	PERSONAL EXPRESSIONS
Registration Number:	5698257	REVEL
Serial Number:	86782521	SERAFINA
Serial Number:	87242065	SKYLAR
Serial Number:	75278221	SLEEP INNOVATIONS
Serial Number:	85083212	SLEEP INNOVATIONS
Serial Number:	86742777	SOOTHING COOL
Serial Number:	86414595	STAYCOOL
Serial Number:	77661172	SURETEMP
Serial Number:	86704241	THREE LAYER COMFORT
Serial Number:	87523126	TOUCH OF COMFORT
Serial Number:	87318232	VENTAFLO
Serial Number:	86509719	VERSAMAT
Serial Number:	75263932	WE PUT THE COMFORT BACK IN YOUR BED
Serial Number:	75258082	MEMORY-FLEX
Serial Number:	87503269	COMFORT PLUS
Serial Number:	88239524	OVERNIGHT RECOVERY
Serial Number:	88746466	FLOATING SUPPORT
Serial Number:	88255577	LIFTTEX
Serial Number:	88609942	LIFTCOR
Serial Number:	88239535	OVERNIGHT RECOVERY
Serial Number:	88582252	REST & REVIVE
Serial Number:	87523156	DREAMAWAY
Serial Number:	87464253	DUOCOOL

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MAEVE WILSON

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34156/30
NAME OF SUBMITTER:	MAEVE WILSON
SIGNATURE:	/MAEVE WILSON/
DATE SIGNED:	02/24/2020

Total Attachments: 9

source=0 - Foxtrot Trademark Security Agreement (2017 Indenture)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 24th day of February, 2020, by (i) **INNOCOR, INC.**, a New Jersey corporation having its principal place of business at 200 Schulz Drive, 2nd Floor, Red Bank, New Jersey 07701, and (ii) **INNOCOR FOAM TECHNOLOGIES – ACP, INC.**, a Delaware corporation having its principal place of business at 200 Schulz Drive, 2nd Floor, Red Bank, New Jersey 07701 (each, a "Company", and together, the "Companies"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as collateral agent for the Note Secured Parties (as defined in the Indenture referred to below), having an office at Two Midtown Plaza, 1349 W. Peachtree Street, Suite 1050, Atlanta, Georgia 30309 (together with its successors in such capacity, "Agent").

Recitals:

Comfort Merger Sub, Inc., a Delaware corporation (the "Initial Issuer") entered into that certain Indenture, dated as of November 2, 2017 (as at any time amended, restated, supplemented or otherwise modified, the "Indenture"), by and among, prior to the consummation of the Merger, the Initial Issuer, and, upon, from and after the consummation of the Merger, FXI Holdings, Inc., a Delaware corporation (the "Issuer"), as the successor-by-merger to the Initial Issuer, and U.S. Bank National Association, as the collateral agent and the trustee, pursuant to which the Issuer has issued or will issue \$525,000,000 principal amount of 7.875% senior secured notes due 2024 (the "Notes"). The Companies, certain other subsidiaries of Holdings and Comfort Parent, Inc., a Delaware corporation (collectively, the "Guarantors"), have guaranteed the payment and performance of the Indenture Obligations in favor of the Note Secured Parties. In addition, the Issuer and the Guarantors are party to a Security Agreement, dated as of November 2, 2017 (the "Security Agreement") in favor of Agent pursuant to which each Company is required to execute and deliver this Agreement.

The Note Secured Parties have required, as a condition to the agreement of the Holders to purchase the Notes, that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Security Agreement or in the Indenture, as each has been amended, restated, supplemented or otherwise modified from time to time as of the date hereof, as the case may be.

2. To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of the Note Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) the entire right, title and interest of each Company in and to all trademarks, service marks, trade names, all registrations thereof and all applications filed in connection therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights corresponding thereto throughout the world, and (iv) the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the

"Trademarks");

(b) the goodwill of each Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing;

provided, that in no event shall the Trademark Collateral include any Excluded Property.

3. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interest granted to Agent pursuant to the Security Agreement and each Company hereby acknowledges and affirms that the rights and remedies of Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. This Agreement shall continue in full force and effect until the Termination Date. In the event that any part of the Trademark Collateral is released in accordance with Section 11.04 of the Indenture, Agent shall take all actions as are reasonably requested by the Companies to effect such release, subject to and in accordance with Section 11.04 of the Indenture.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

6. To the fullest extent permitted by applicable law, the Companies and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

7. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to Agent pursuant to this Agreement and the other Indenture Documents and the exercise of any right or remedy by Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

8. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Each Company hereby waives notice of Agent's acceptance hereof. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Note Secured Party and upon the successors and permitted assigns of such Company.

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANIES:

INNOCOR, INC.

By: _____
Name: R. Scott Spielvogel
Title: Vice President

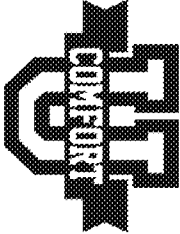

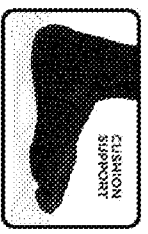
INNOCOR FOAM TECHNOLOGIES – ACP, INC.


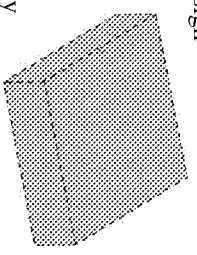



By: _____
Name: R. Scott Spielvogel
Title: Vice President

EXHIBIT A


TRADEMARKS

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
ABSOLUTE COMFORT	US	Registered	85953526	06/07/2013	4594041	08/26/2014	Innocor, Inc.
ABSOLUTE COMFORT SYSTEM	US	Registered	75436471	02/18/1998	2471859	07/24/2001	Innocor, Inc.
AGELLA-FLEX	US	Registered	77369951	01/11/2008	3504310	09/23/2008	Innocor Inc.
ADAPITCOOL	US	Registered	86089499	10/11/2013	4626165	10/21/2014	Innocor, Inc.
ASCELA	US	Registered	86352641	07/30/2014	5124742	01/17/2017	Innocor, Inc.
B.O.B.	US	Registered	77755009	06/09/2009	3874340	11/09/2010	Innocor, Inc.
BELLA VENTA	US	Registered	86783528	10/09/2015	4987343	6/28/2016	Innocor, Inc.
BIOFLEX	US	Registered	77155060	04/12/2007	3502425	09/16/2008	Innocor Technologies - Foam ACP, Inc.
COMFORT ARC	US	Registered	85630908	05/21/2012	4538410	05/27/2014	Innocor, Inc.
COMFORT CO	US	Registered	85826038	01/17/2013	4998518	07/12/2016	Innocor, Inc.
COMFORT CO	US	Registered	85826033	01/17/2013	4522973	04/29/2014	Innocor, Inc.
COMFORT CO	US	Registered	85981708	03/28/2012	4553186	6/17/2014	Innocor, Inc.
COMFORT CO. in Stylized Letters <i>Comfort Co</i>	US	Registered	86975272	07/23/2013	4586169	08/12/2014	Innocor, Inc.
COMFORT CO. in Stylized Letters <i>Comfort Co</i>	US	Registered	86017646	07/23/2013	4983574	06/21/2016	Innocor, Inc.
COMFORT CRESCENT	US	Registered	85630864	05/21/2012	4355305	06/18/2013	Innocor, Inc.
COMFORT MADE TOUGH	US	Registered	85913468	04/24/2013	4704414	03/17/2015	Innocor, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
COMFORT PLUS	US	Registered	87503269	06/23/2017	5346439	11/28/2017	Innocor, Inc.
COMFORT THAT KNOWS YOU	US	Registered	86975101	07/22/2013	4561525	07/01/2014	Innocor, Inc.
COMFORT THAT WORKS AS HARD AS YOU DO	US	Registered	86215839	3/10/2014	5091554	11/29/2016	Innocor, Inc.
COMFORT U and	US	Registered	86302939	06/06/2014	4667593	1/06/2015	Innocor, Inc.
 Design							
COMFORTGRANDE	US	Registered	86409172	09/29/2014	4978824	06/14/2016	Innocor, Inc.
COMFORTLUXE	US	Registered	77009063	09/27/2006	3406005	04/01/2008	Innocor, Inc.
CONSTANTCOOL	US	Registered	86232937	03/26/2014	4753003	06/09/2015	Innocor, Inc.
COOLVENT DESIGN	US	Registered	86461993	11/21/2014	5055226	10/04/2016	Innocor, Inc.
							
COPPERREST	US	Registered	86794809	10/21/2015	5210160	5/23/2017	Innocor, Inc.
CORE POWERED BY INNOVATION	US	Registered	86973235	04/12/2016	5203058	5/16/2017	Innocor, Inc.
CRADLING CLOUD	US	Registered	86809722	11/04/2015	5324429	10/31/2017	Innocor, Inc.
CUDDLY COMFORT	US	Registered	86871073	01/11/2016	5162472	3/14/2017	Innocor, Inc.
CUSHION SUPPORT and	US	Registered	85823302	01/15/2013	4544429	06/03/2014	Innocor, Inc.
 Design							

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
CUSTOMWAVE	US	Registered	85278442	3/28/2011	4126778	04/10/2012	Innocor, Inc.
Design only 	US	Registered	85122539	09/03/2010	4386172 Section 2(F)	08/20/2012	Innocor, Inc.
Design only 	US	Registered	85122098	9/02/2010	4303471	03/19/2013	Innocor, Inc.
DREAM PILLOW	US	Registered	75705822	05/13/1999	2553247	03/26/2002	Innocor, Inc.
DREAMWAY	US	Registered	78842146	03/21/2006	3194068	01/02/2007	Innocor, Inc.
ENDURAFRESH	US	Registered	85695175	8/03/2012	4538567	05/27/2014	Innocor, Inc.
ENDURAFRESH and 	US	Registered	85695164	08/03/2012	4538566	05/27/2014	Innocor, Inc.
Design EVENCOR	US	Pending	87144979	08/19/2016	—	—	Innocor, Inc.
EVENCOR C6 and Design 	US	Pending	86965328	04/05/2016	—	—	Innocor, Inc.
EVENCOR GELPLUS	US	Registered	87144989	08/19/2016	5751695	05/14/19	Innocor, Inc.
EVENCOR GELPLUS and Design 	US	Registered	87048636	05/24/2016	5932326	12/10/2019	Innocor, Inc.
FEEL YOUR BEST WITH COPPERREST	US	Registered	86794788	10/21/2015	5210158	05/23/2017	Innocor, Inc.
FIND YOUR FIT	US	Registered	87224127	11/02/2016	5344441	11/28/2017	Innocor, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg Number	Reg Date	Owner/ Assignee
HYPERCOR and Design Hypercor	US	Pending	86965324	04/05/2016	—	—	Innocor, Inc.
INNOCOR	US	Registered	86299261	06/03/2014	5050207	09/27/2016	Innocor, Inc.
INNOCOR COMFORT	US	Registered	86299273	06/03/2014	5050208	09/27/2016	Innocor, Inc.
INNOCOR FOAM TECHNOLOGIES	US	Registered	86299281	06/03/2014	5050209	09/27/2016	Innocor, Inc.
LASTINGCOOL	US	Registered	86383851	09/03/2014	4978745	06/14/2016	Innocor, Inc.
LIFESTYLE	US	Registered	78174665	10/15/2002	2953102	05/17/2005	Innocor Technologies - ACP, Inc.
LOUNGEABLES	US	Registered	85695149	08/03/2012	4841677	10/27/2015	Innocor, Inc.
LURACOR and Design Luracor	US	Pending	86965320	04/05/2016	—	—	Innocor, Inc.
LURA-TEX	US	Registered	75366216	10/01/1997	2198360	10/20/1998	Innocor, Inc.
MEGACRATE	US	Registered	75527164	07/29/1998	2354111	05/30/2000	Innocor, Inc.
NOVAFORM	US	Registered	75436427	02/18/1998	2486472	09/11/2001	Innocor, Inc.
NOVAFORM GRANDE ELEGANCE	US	Registered	77332094	11/16/2007	3592457	3/17/2009	Innocor, Inc.
NOVAFORM SERAFINA	US	Pending	86395211	09/15/2014	5808714	07/23/2019	Innocor, Inc.
NOVAFORM SERAFINA PEARL	US	Registered	86742793	08/31/2015	5396954	9/26/2017	Innocor, Inc.
NUTRATEMP	US	Registered	77293509	10/02/2007	3573572	2/10/2009	Innocor, Inc.
OWLS & LARKS	US	Pending	87523224	07/11/2017	5788433	06/25/2019	Innocor, Inc.
PERFECTEMP	US	Registered	86414590	10/03/2014	5335736	11/14/2017	Innocor, Inc.
PERSONAL EXPRESSIONS	US	Registered	76170654	11/26/2000	2602530	07/30/2002	Innocor, Inc.
REVEL	US	Registered	87542526	7/25/2017	5698257	03/12/2019	Innocor, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
SERAFINA	US	Pending	86782521	10/08/2015	—	—	Innocor, Inc.
SKYLAR	US	Registered	87242065	11/18/2016	5223247	06/13/2017	Innocor, Inc.
SLEEP INNOVATIONS	US	Registered	75278221	04/21/1997	2213871	12/29/1998	Innocor, Inc.
SLEEP INNOVATIONS and 	US	Registered	85083212	07/13/2010	4013710	08/16/2011	Innocor, Inc.
Design SOOTHING COOL	US	Registered	86742777	08/31/2015	5152041	2/28/2017	Innocor, Inc.
STAYCOOL	US	Registered	86414595	10/03/2014	5335737	11/14/2017	Innocor, Inc.
SURETEMP	US	Registered	77661172	02/02/2009	3871065	11/02/2010	Innocor, Inc.
THREE LAYER COMFORT	US	Registered	86704241	07/24/2015	55848111	08/28/2018	Innocor, Inc.
TOUCH OF COMFORT	US	Registered	87523126	07/11/2017	5340889	11/21/2017	Innocor, Inc.
VENTAFLO	US	Registered	87318232	01/30/2017	5223355	06/13/2017	Innocor, Inc.
VERSAMAT	US	Registered	86509719	01/21/2015	5041968	09/13/2016	Innocor, Inc.
WE PUT THE COMFORT BACK IN YOUR BED	US	Registered	75263932	03/26/1997	2293137	11/16/1999	Innocor, Inc.
MEMORY-FLEX	US	Registered	75/258082	03/17/1997	2140886	03/03/1998	INNOCOR, INC.
COMFORT PLUS	US	Registered	87503269	06/23/2017	5346439	11/28/2017	INNOCOR, INC.
OVERNIGHT RECOVERY	US	Pending	88239524	12/21/2018	—	—	Innocor, Inc.
FLOATING SUPPORT	US	Pending	88746466	01/03/2020	—	—	Innocor, Inc.
LIFTTEX	US	Pending	88255577	01/09/2019	—	—	Innocor, Inc.
LIFTCOR	US	Pending	88609942	09/09/2019	—	—	Innocor, Inc.
OVERNIGHT RECOVERY	US	Pending	88239535	12/21/2018	—	—	Innocor, Inc.
REST & REVIVE	US	Pending	88582252	08/16/2019	—	—	Innocor, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
DREAMAWAY	US	Registered	87523156	07/11/2017	5788432	06/25/2019	Innocor, Inc.
DUOCOOL	US	Registered	87464253	05/25/2017	5788389	06/25/2019	Innocor, Inc.

TRADEMARK
REEL: 006872 FRAME: 0668

RECORDED: 02/24/2020