

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comfort Research, LLC		02/04/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	5888262	BIG JOE ISLAND	
Registration Number:	5882052	GOLIATH	
Registration Number:	5944750	MOLD YOUR OWN	
Registration Number:	5723067	COMFORT RESEARCH CREATORS OF BIG JOE	
Registration Number:	5698106	MITTEN	
Registration Number:	5638411	ZZOODLES	
Registration Number:	5608407	ABSURDLY AWESOME	
Registration Number:	5581728	BIG JOE OUTDOOR	
Registration Number:	5581727	BIG JOE KIDS	
Registration Number:	5567033	MEGAHH EXPANDED-BEAN TECHNOLOGY	
Registration Number:	5567032	AHHSOME SHREDDDED-FOAM TECHNOLOGY	
Registration Number:	5567031	ORAHH MOLDED-CORE TECHNOLOGY	
Registration Number:	5562087	AHHSOME SHREDDDED FOAM TECHNOLOGY	
Registration Number:	5562086	ORAHH MOLDED CORE TECHNOLOGY	
Registration Number:	5551881	BIG JOE KONA FLOAT	
Registration Number:	5551880	BIG JOE HAPPY FLOAT	
Registration Number:	5551879	BIG JOE MEDIA LOUNGER	
Registration Number:	5504559	BIG JOE WATERPAD	
Registration Number:	5504558	BIG JOE MILANO	

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Property Type	Number	Word Mark
Registration Number:	5499276	BIG JOE BAGIMALS
Registration Number:	5465245	BIG JOE POOL PETZ
Registration Number:	5351519	SID THE STINGRAY
Registration Number:	5351517	CHARLIE THE CLAM
Registration Number:	5347360	CHRISTY THE CRAB
Registration Number:	5347316	HAPPY THE HIPPO
Registration Number:	5347315	LARRY THE LOBSTER
Registration Number:	5347314	TITO THE TURTLE
Registration Number:	5347313	FELIX THE FROG
Registration Number:	5302966	AL THE ALLIGATOR
Registration Number:	5042147	MAKING THE WORLD A MORE COMFORTABLE PLAC
Registration Number:	5042161	ZOODLES
Registration Number:	5042148	CREATING A MORE COMFORTABLE WORLD
Registration Number:	5042146	ORANGE DOT
Registration Number:	5042145	JOENUT
Registration Number:	5023481	BEAN BAGISAURS
Registration Number:	5023480	BEAN BAGSTERS
Registration Number:	4987359	
Registration Number:	4983853	JOUGHNUT
Registration Number:	4969167	BAGOSAURS
Registration Number:	4964975	BEAN BAGOSAURS
Registration Number:	4960790	BIG JOE DORM
Registration Number:	4960789	BIG JOE TECH
Registration Number:	4956635	LANDON THE LION
Registration Number:	4956634	SOPHIE THE UNICORN
Registration Number:	4956633	CASEY THE COW
Registration Number:	4925372	JOIN THE COMFORT REVOLUTION
Registration Number:	4928712	COMFORT CANVAS
Registration Number:	4919108	THE MOST COMFORTABLE CHAIR ON EARTH...MA
Registration Number:	4875291	B. JOSEPH
Registration Number:	4875290	ORAHH BY B. JOSEPH
Registration Number:	4871144	MODE9
Registration Number:	4868188	SUNMAX
Registration Number:	4856085	FUF SACK
Registration Number:	4856084	ECOMAX
Registration Number:	4831961	ULTIMAX
Registration Number:	4818077	CLUB 19
Registration Number:	4791534	UNICE THE UNICORN

Property Type	Number	Word Mark
Registration Number:	4791533	PENELOPE THE PIG
Registration Number:	4791532	OSCAR THE OWL
Registration Number:	4791531	MAYA THE MONKEY
Registration Number:	4791530	LEO THE LION
Registration Number:	4791529	EMERSON THE ELEPHANT
Registration Number:	4791528	DAWSON THE DOG
Registration Number:	4791527	CHLOE THE COW
Registration Number:	4786895	LI'L BUDDIES
Registration Number:	4770285	ORAHH
Registration Number:	4752741	COMFFEE
Registration Number:	4748927	COMFORTAINMENT
Registration Number:	4561453	BIG JOE
Registration Number:	4646241	COMFORT FOR ALL
Registration Number:	4728006	WUF FUF
Registration Number:	4471807	BEAN BAGIMALS
Registration Number:	4471173	SMARTMAX
Registration Number:	4388429	LOVE PILOT
Registration Number:	3437974	FUF
Registration Number:	2312344	COMFORT RESEARCH

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: 4142775407

Email: andrew.dupree@quarles.com

Correspondent Name: Andrew Dupree

Address Line 1: 411 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Andrew Dupree
SIGNATURE:	/Andrew Dupree/
DATE SIGNED:	04/09/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of April 9, 2020, is made by ComfortResearch, L.L.C., a Michigan limited liability company (“**Grantor**”) in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of February 4, 2020 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

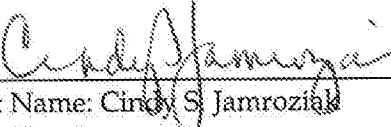
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Print Name: Cindy S. Jamrozik
Title: Director

GRANTOR

COMFORTRESEARCH, L.L.C.,
a Michigan limited liability company

By: _____
Print Name: Matthew P. Jung
Title: Manager

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.


SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: Cindy S. Jamroziak
Title: Director

GRANTOR

COMFORTRESEARCH, L.L.C.,
a Michigan limited liability company

By:  _____
Print Name: Matthew P. Jung
Title: Manager

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #	Issue Date	Owner
Big Joe Island	5,888,262	October 22, 2019	Comfort Research, LLC
Goliath	5,882,052	October 15, 2019	Comfort Research, LLC
Mold Your Own	5,944,750	December 24, 2019	Comfort Research, LLC
Comfort Research Creators of Big Joe & Design	5,723,067	April 9, 2019	Comfort Research, LLC
Mitten	5,698,106	March 12, 2019	Comfort Research, LLC
Zzoodles	5,638,411	December 25, 2018	Comfort Research, LLC
Absurdly Awesome	5,608,407	November 13, 2018	Comfort Research, LLC
Big Joe Outdoor	5,581,728	October 9, 2018	Comfort Research, LLC
Big Joe Kids	5,581,727	November 21, 2017	Comfort Research, LLC
Megahh Expanded-Bean Technology & Design	5,567,033	September 18, 2018	Comfort Research, LLC
Ahhsome Shredded-Foam Technology & Design	5,567,032	September 18, 2018	Comfort Research, LLC
Orahh Molded-Core Technology & Design	5,567,031	September 18, 2018	Comfort Research, LLC
Ahhsome Shredded Foam Technology	5,562,087	September 11, 2018	Comfort Research, LLC
Orahh Molded Core Technology	5,562,086	September 11, 2018	Comfort Research, LLC
Big Joe Kona Float	5,551,881	August 28, 2018	Comfort Research, LLC
Big Joe Happy Float	5,551,880	August 28, 2018	Comfort Research, LLC
Big Joe Media Lounger	5,551,879	August 28, 2018	Comfort Research, LLC
Big Joe Waterpad	5,504,559	June 26, 2018	Comfort Research, LLC
Big Joe Milano	5,504,558	June 26, 2018	Comfort Research, LLC
Big Joe Bagimals	5,499,276	June 19, 2018	Comfort Research, LLC
Big Joe Pool Petz	5,465,245	May 8, 2018	Comfort Research, LLC
Sid the Stingray	5,351,519	December 5, 2017	Comfort Research, LLC
Charlie the Clam	5,351,517	December 5, 2017	Comfort Research, LLC
Christy the Crab	5,347,360	November 28, 2017	Comfort Research, LLC
Happy the Hippo	5,347,316	November 28, 2017	Comfort Research, LLC
Larry the Lobster	5,347,315	November 28, 2017	Comfort Research, LLC
Tito the Turtle	5,347,314	November 28, 2017	Comfort Research, LLC
Felix the Frog	5,347,313	November 28, 2017	Comfort Research, LLC
Al the Alligator	5,302,966	October 3, 2017	Comfort Research, LLC
Making the World a More Comfortable Place	5,042,147	September 13, 2016	Comfort Research, LLC
Zoodles	5,042,161	September 13, 2016	Comfort Research, LLC
Creating a More Comfortable	5,042,148	September 13, 2016	Comfort Research, LLC

Trademark	Registration #	Issue Date	Owner
World			
Orange Dot	5,042,146	September 13, 2016	Comfort Research, LLC
Joenut	5,042,145	September 13, 2016	Comfort Research, LLC
Bean Bagisours	5,023,481	August 16, 2016	Comfort Research, LLC
Bean Bagsters	5,023,480	August 16, 2016	Comfort Research, LLC
	4,987,359	June 28, 2016	Comfort Research, LLC
Joughnut	4,983,853	June 21, 2016	Comfort Research, LLC
Bagosours	4,969,167	May 31, 2016	Comfort Research, LLC
Bean Bagosours	4,964,975	May 24, 2016	Comfort Research, LLC
Big Joe Dorm	4,960,790	May 17, 2016	Comfort Research, LLC
Big Joe Tech	4,960,789	May 17, 2016	Comfort Research, LLC
Landon the Lion	4,956,635	May 10, 2016	Comfort Research, LLC
Sophie the Unicorn	4,956,634	May 10, 2016	Comfort Research, LLC
Casey the Cow	4,956,633	May 10, 2016	Comfort Research, LLC
Join the Comfort Revolution	4,925,372	March 29, 2016	Comfort Research, LLC
Comfort Canvas	4,928,712	March 29, 2016	Comfort Research, LLC
The Most Comfortable Chair on Earth...Maybe Even the Universe	4,919,108	March 15, 2016	Comfort Research, LLC
B. Joseph	4,875,291	December 22, 2015	Comfort Research, LLC
Orahh by B. Joseph	4,875,290	December 22, 2015	Comfort Research, LLC
Mode9	4,871,144	December 15, 2015	Comfort Research, LLC
Sunmax	4,868,188	December 8, 2015	Comfort Research, LLC
Fuf Sack	4,856,085	November 17, 2015	Comfort Research, LLC
Ecomax	4,856,084	November 17, 2015	Comfort Research, LLC
Ultimax	4,831,961	October 13, 2015	Comfort Research, LLC
Club 19	4,818,077	September 22, 2015	Comfort Research, LLC
Unice the Unicorn	4,791,534	August 11, 2015	Comfort Research, LLC
Penelope the Pig	4,791,533	August 11, 2015	Comfort Research, LLC
Oscar the Owl	4,791,532	August 11, 2015	Comfort Research, LLC
Maya the Monkey	4,791,531	August 11, 2015	Comfort Research, LLC
Leo the Lion	4,791,530	August 11, 2015	Comfort Research, LLC
Emerson the Elephant	4,791,529	August 11, 2015	Comfort Research, LLC
Dawson the Dog	4,791,528	August 11, 2015	Comfort Research, LLC
Chloe the Cow	4,791,527	August 11, 2015	Comfort Research, LLC
Li'l Buddies	4,786,895	August 4, 2015	Comfort Research, LLC
Orahh	4,770,285	July 7, 2015	Comfort Research, LLC
Comffee	4,752,741	June 9, 2015	Comfort Research, LLC
Comfortainment	4,748,927	June 2, 2015	Comfort Research, LLC

Trademark	Registration #	Issue Date	Owner
Big Joe	4,561,453	July 1, 2014	Comfort Research, LLC
Comfort for All	4,646,241	November 25, 2014	Comfort Research, LLC
Wuf Fuf	4,728,006	April 28, 2015	Comfort Research, LLC
Bean Bagimals	4,471,807	January 21, 2014	Comfort Research, LLC
Smartmax	4,471,173	January 21, 2014	Comfort Research, LLC
Love Pilot	4,388,429	August 20, 2013	Comfort Research, LLC
Fuf	3,437,974	May 27, 2008	Comfort Research, LLC
Comfort Research	2,312,344	January 25, 2000	Comfort Research, LLC