

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582871

|   |   |                       |                                      |
|---|---|-----------------------|--------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                                      |
| <b>NATURE OF CONVEYANCE:</b>  | Super-Priority Term Loan Intellectual Property Security Agreement |                       |                                      |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                      |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                   |
| Dreamwell, LTD.   |   | 06/22/2020            | Limited Liability Company:<br>NEVADA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                      |
| <b>Name:</b>  | UBS AG, Stamford Branch, as Administrative Agent                  |                       |                                      |
| <b>Street Address:</b>  | 600 Washington Blvd.  |                       |                                      |
| <b>City:</b>  | Stamford  |                       |                                      |
| <b>State/Country:</b>   | CONNECTICUT   |                       |                                      |
| <b>Postal Code:</b>   | 06901   |                       |                                      |
| <b>Entity Type:</b>   | Banking corporation: SWITZERLAND                                  |                       |                                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                                      |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                                      |
| <b>Registration Number:</b>   | 0524621   | SLUMBER TIME          |                                      |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                      |
| <b>Fax Number:</b>  | 2127514864  |                       |                                      |
| <i>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.</i> |   |                       |                                      |
| <b>Phone:</b>   | 212-906-1216  |                       |                                      |
| <b>Email:</b>   | angela.amaru@lw.com   |                       |                                      |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP C/O ANGELA M. AMARU                          |                       |                                      |
| <b>Address Line 1:</b>  | 885 THIRD AVENUE  |                       |                                      |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10022  |                       |                                      |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 029217-0298   |                       |                                      |
| <b>NAME OF SUBMITTER:</b>   | Angela M. Amaru   |                       |                                      |
| <b>SIGNATURE:</b>   | /s/ Angela M. Amaru   |                       |                                      |
| <b>DATE SIGNED:</b>   | 06/24/2020  |                       |                                      |
| <b>Total Attachments: 34</b>  |   |                       |                                      |
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| source=SSB (PTL) - Intellectual Property Security Agreement Executed_116626123_1_0#page4.tif  |   |                       |                                      |

OP \$40.00 0524621



SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 22, 2020 (this "Agreement"), by the Grantors listed on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors") in favor of UBS AG, Stamford Branch ("UBS"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Super-Priority Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Top Borrower (as defined in the Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Super-Priority Term Loan Agreement"), by and among, inter alios, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation (formerly known as Simmons Bedding Company, "SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "Lenders"), UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONAL BEDDING COMPANY L.L.C.  
SERTA SIMMONS BEDDING, LLC  
SIMMONS BEDDING COMPANY, LLC  
SSB MANUFACTURING COMPANY  
TOMORROW SLEEP LLC  
TUFT & NEEDLE, LLC

DocuSigned by:

*Kristen McGuffey*

By: \_\_\_\_\_  
Name: **Kristen McGuffey**  
Title: **Executive Vice President, General Counsel  
and Secretary**

DREAMWELL, LTD.

DocuSigned by:

*Kristen McGuffey*

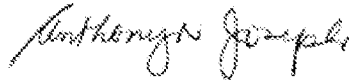
By: \_\_\_\_\_  
Name: **Kristen McGuffey**  
Title: **Executive Vice President and Secretary**

UBS AG, STAMFORD BRANCH, individually, as  
Administrative Agent



By: \_\_\_\_\_

Name: Housseem Daly  
Title: Associate Director




By: \_\_\_\_\_

Name: Anthony Joseph  
Title: Associate Director

**SCHEDULE I**

**TRADEMARKS**

| <b>REGISTERED OWNER</b>            | <b>REGISTRATION NO.</b> | <b>TRADEMARK</b>  |
|------------------------------------|-------------------------|---|
| DREAMWELL, LTD.                    | 5019345                 | SURFACECOOL   |
| DREAMWELL, LTD.                    | 5019333                 | NXG   |
| DREAMWELL, LTD.                    | 4941404                 | BEAUTYREST 3D   |
| DREAMWELL, LTD.                    | 5038097                 |  |
| NATIONAL BEDDING COMPANY<br>L.L.C. | 4974255                 | SLEEP SIMPLE  |
| NATIONAL BEDDING COMPANY<br>L.L.C. | 4852950                 | THE MATTRESS SHOPPE   |
| DREAMWELL, LTD.                    | 4871678                 | YOURFORM  |
| DREAMWELL, LTD.                    | 4725071                 | SIMMONS   |
| DREAMWELL, LTD.                    | 4813739                 | BEAUTYSLEEP   |
| DREAMWELL, LTD.                    | 4721382                 | BEAUTYREST  |
| DREAMWELL, LTD.                    | 4721248                 | COMFORPEDIC IQ  |
| DREAMWELL, LTD.                    | 4721223                 | RENEW   |
| DREAMWELL, LTD.                    | 4650294                 | BEAUTYREST  |
| DREAMWELL, LTD.                    | 4633733                 | DREAM IN BLACK  |
| DREAMWELL, LTD.                    | 4566776                 | SLEEP CLIMATE   |
| DREAMWELL, LTD.                    | 4558611                 | BEAUTYFOAM  |
| DREAMWELL, LTD.                    | 4589496                 | CROSSOVER   |
| DREAMWELL, LTD.                    | 4589443                 | ALLOY   |
| DREAMWELL, LTD.                    | 4569087                 | MERIDIAN  |
| DREAMWELL, LTD.                    | 4569053                 | SURI  |
| DREAMWELL, LTD.                    | 4580913                 | GIA   |

| REGISTERED OWNER | REGISTRATION NO. | TRADEMARK   |
|------------------|------------------|---|
| DREAMWELL, LTD.  | 4580914          | CANDACE   |
| DREAMWELL, LTD.  | 4580915          | MCKENNA   |
| DREAMWELL, LTD.  | 4569054          | PHOEBE  |
| DREAMWELL, LTD.  | 4580916          | ARIANNA   |
| DREAMWELL, LTD.  | 4305102          | NUFLEX  |
| DREAMWELL, LTD.  | 4735628          | RECHARGE  |
| DREAMWELL, LTD.  | 4339588          |    |
| DREAMWELL, LTD.  | 4339589          |    |
| DREAMWELL, LTD.  | 4277101          | COMFORPEDIC   |
| DREAMWELL, LTD.  | 4433044          | GELTOUCH  |
| DREAMWELL, LTD.  | 4151768          | RECHARGE  |
| DREAMWELL, LTD.  | 4155720          | AIRCOOL   |
| DREAMWELL, LTD.  | 4129530          | SMART RESPONSE  |
| DREAMWELL, LTD.  | 4003288          |  |
| DREAMWELL, LTD.  | 4003287          |  |
| DREAMWELL, LTD.  | 4003289          |  |
| DREAMWELL, LTD.  | 4292646          | BEAUTYREST ELEMENTS   |





| REGISTERED OWNER                   | REGISTRATION NO. | TRADEMARK   |
|------------------------------------|------------------|---|
| DREAMWELL, LTD.                    | 3727951          | DEEP SLEEP  |
| DREAMWELL, LTD.                    | 3785779          | TRANSFLEXION  |
| DREAMWELL, LTD.                    | 3986150          | COMFOR PEDIC LOFT   |
| DREAMWELL, LTD.                    | 3781905          | SIMMONS KIDS  |
| DREAMWELL, LTD.                    | 3796389          | BEAUTYREST STUDIO   |
| DREAMWELL, LTD.                    | 3752729          | NASSAU  |
| NATIONAL BEDDING COMPANY<br>L.L.C. | 3491355          | AMERICA'S MATTRESS  |
| DREAMWELL, LTD.                    | 3591976          | BEAUTYREST  |
| DREAMWELL, LTD.                    | 3731745          | BEAUTYREST BLACK  |
| DREAMWELL, LTD.                    | 3731746          | BEAUTYREST BLACK  |
| DREAMWELL, LTD.                    | 3393270          | BEAUTYREST BLACK  |
| DREAMWELL, LTD.                    | 3228657          | BACKCARE BABY   |
| DREAMWELL, LTD.                    | 3344671          | SIMMONS KIDS  |
| DREAMWELL, LTD.                    | 3534412          | BACKCARE  |
| DREAMWELL, LTD.                    | 3189821          | COMFOR-PEDIC  |
| NATIONAL BEDDING COMPANY<br>L.L.C. | 3684436          | FIVE STAR MATTRESS  |
| DREAMWELL, LTD.                    | 2992876          |  |
| DREAMWELL, LTD.                    | 2810380          | SIMMONS   |
| DREAMWELL, LTD.                    | 2791028          | BEAUTYREST  |
| DREAMWELL, LTD.                    | 2847323          | KENNEDY   |
| DREAMWELL, LTD.                    | 2912053          | SUPER POCKETED COIL   |
| DREAMWELL, LTD.                    | 2826142          | SHOOTING STAR   |
| DREAMWELL, LTD.                    | 2826143          | LATITUDES   |

| REGISTERED OWNER                   | REGISTRATION NO. | TRADEMARK   |
|------------------------------------|------------------|---|
| DREAMWELL, LTD.                    | 2884857          | DREAMWELL   |
| DREAMWELL, LTD.                    | 3189714          | MOISTUREBAN   |
| DREAMWELL, LTD.                    | 2717164          | WORLD CLASS   |
| NATIONAL BEDDING COMPANY<br>L.L.C. | 2927140          | AMERICA'S MATTRESS<br> |
| DREAMWELL, LTD.                    | 2585251          | <i>Beautyrest</i>   |
| DREAMWELL, LTD.                    | 2532958          | PALM SPRINGS  |
| DREAMWELL, LTD.                    | 2548303          | MADISON AVENUE  |
| DREAMWELL, LTD.                    | 2622831          | CUMULUS   |
| DREAMWELL, LTD.                    | 2732503          | TRITON  |
| DREAMWELL, LTD.                    | 2407982          | POWERBEAM   |
| DREAMWELL, LTD.                    | 2418259          | POWER SLEEP   |
| DREAMWELL, LTD.                    | 2373835          | ST. RICHARD   |
| DREAMWELL, LTD.                    | 2373836          | TRIDENT   |
| DREAMWELL, LTD.                    | 2349540          | EDMONTON  |
| DREAMWELL, LTD.                    | 2363836          | GLENDALE  |
| DREAMWELL, LTD.                    | 2371682          | ST. MARK  |
| DREAMWELL, LTD.                    | 2381833          | FARMINGTON  |
| DREAMWELL, LTD.                    | 2371683          | AMHERST   |
| DREAMWELL, LTD.                    | 2380003          | BIRMINGHAM  |
| DREAMWELL, LTD.                    | 2378110          | ST. ANDREW  |
| DREAMWELL, LTD.                    | 2439815          | ASTORIA   |
| DREAMWELL, LTD.                    | 2089232          | CHAMBOURG   |

| REGISTERED OWNER | REGISTRATION NO. | TRADEMARK   |
|------------------|------------------|---|
| DREAMWELL, LTD.  | 2146787          |    |
| DREAMWELL, LTD.  | 1991332          | MYSTIC  |
| DREAMWELL, LTD.  | 1993378          | PROVIDENCE  |
| DREAMWELL, LTD.  | 2304404          | POCKET COIL   |
| DREAMWELL, LTD.  | 2478738          | POCKETED COIL   |
| DREAMWELL, LTD.  | 2036089          | CONTENDER   |
| DREAMWELL, LTD.  | 2022446          | SIMMONS   |
| DREAMWELL, LTD.  | 1901372          | ROOSEVELT   |
| DREAMWELL, LTD.  | 1898953          | WINDSOR   |
| DREAMWELL, LTD.  | 1904444          | BEAUTYREST  |
| DREAMWELL, LTD.  | 1961293          | COLUMBIA  |
| DREAMWELL, LTD.  | 1788183          |  |
| DREAMWELL, LTD.  | 1833346          | BEAUTY-EDGE   |
| DREAMWELL, LTD.  | 1747133          | EMINENCE  |
| DREAMWELL, LTD.  | 1779689          | AMERICUS  |
| DREAMWELL, LTD.  | 1697653          | HARMONY   |
| DREAMWELL, LTD.  | 1689575          | ALEXANDRIA  |
| DREAMWELL, LTD.  | 1324591          | CARESSE   |
| DREAMWELL, LTD.  | 1198771          | BEAUTY SLEEP  |
| DREAMWELL, LTD.  | 1154910          | BACK GUARD  |
| DREAMWELL, LTD.  | 1175204          | SLUMBERLAND   |
| DREAMWELL, LTD.  | 0970738          | MAXIPEDIC   |

| REGISTERED OWNER   | REGISTRATION NO. | TRADEMARK               |
|--------------------|------------------|-------------------------|
| DREAMWELL, LTD.    | 0866628          | WORLD OF SLEEP          |
| DREAMWELL, LTD.    | 0813001          | BACKCARE                |
| DREAMWELL, LTD.    | 0732490          | BELMONT                 |
| DREAMWELL, LTD.    | 730091           | SILVER LABEL            |
| DREAMWELL, LTD.    | 0672494          | VANDERBILT              |
| DREAMWELL, LTD.    | 602721           | <i>Beautyrest</i>       |
| DREAMWELL, LTD.    | 525694           | AMBASSADOR              |
| DREAMWELL, LTD.    | 0522243          | VOGUE                   |
| DREAMWELL, LTD.    | 0532319          | SIMMONS                 |
| DREAMWELL, LTD.    | 0522187          | <i>Hide-A-Bed</i>       |
| SIMMONS COMPANY    | 0524621          | <b>SLUMBER<br/>TIME</b> |
| DREAMWELL, LTD.    | 0318383          | <b>DREAM SLEEP</b>      |
| DREAMWELL, LTD.    | 0297286          | <b>SLUMBERLAND</b>      |
| DREAMWELL, LTD.    | 0283763          | DEEP SLEEP              |
| Tuft & Needle, LLC | 5490964          | & FRAME                 |
| Tuft & Needle, LLC | 5316489          | & SHEETS                |
| Tuft & Needle, LLC | 5305851          | & PILLOW                |

| REGISTERED OWNER   | REGISTRATION NO. | TRADEMARK   |
|--------------------|------------------|---|
| Tuft & Needle, LLC | 5436262          | & POUCH   |
| Tuft & Needle, LLC | 5394117          | TUFT & NEEDLE & PILLOW<br> |
| Tuft & Needle, LLC | 5247908          | TN.COM  |
| Tuft & Needle, LLC | 5173090          | SNOOZEDUES  |
| Tuft & Needle, LLC | 5443885          | MATTRESS STORES ARE GREEDY  |
| Tuft & Needle, LLC | 5197050          | WE CHARGE WHAT WE NEED, NOT WHAT WE CAN   |
| Tuft & Needle, LLC | 4964252          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5083389          | TN  |
| Tuft & Needle, LLC | 5143379          | WAKE UP BETTER  |
| Tuft & Needle, LLC | 5115227          | T&N ADAPTIVE  |
| Tuft & Needle, LLC | 5233659          | T&N   |
| Tuft & Needle, LLC | 5242547          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5229256          | &<br>                    |
| Tuft & Needle, LLC | 4836760          | T&N   |
| Tuft & Needle, LLC | 4836761          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5595965          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 4616761          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5604917          | T&N TUFT & NEEDLE TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5267021          | TUFT & NEEDLE   |

| <b>REGISTERED OWNER</b>   | <b>REGISTRATION NO.</b> | <b>TRADEMARK</b>     |
|---------------------------|-------------------------|----------------------|
| DREAMWELL, LTD.           | 0513422                 | ROYALTY              |
| DREAMWELL, LTD.           | 0525695                 | DUCHESS              |
| DREAMWELL, LTD.           | 0523897                 | EMPRESS              |
| TUFT & NEEDLE, LLC        | 5763699                 | &                    |
| TUFT & NEEDLE, LLC        | 5734184                 | WAKE UP BETTER       |
| DREAMWELL, LTD.           | 5180697                 | COLUMBIA             |
| DREAMWELL, LTD.           | 5530882                 | BEAUTYREST SILVER    |
| TOMORROW SLEEP LLC        | 5337280                 | TOMORROW             |
| TOMORROW SLEEP LLC        | 5722750                 | TOMORROW             |
| DREAMWELL, LTD.           | 5191400                 | BEAUTYREST           |
| SERTA SIMMONS BEDDING LLC | 5286430                 | TRANSFORM YOUR SLEEP |
| DREAMWELL, LTD.           | 5441931                 | BEAUTYREST BLACK     |
| DREAMWELL, LTD.           | 5364594                 | BEAUTYREST           |
| DREAMWELL, LTD.           | 5365167                 | BLACKICE             |
| DREAMWELL, LTD.           | 5752215                 | PRESSURESENSE        |
| DREAMWELL, LTD.           | 5504935                 | INFINICOOL           |
| DREAMWELL, LTD.           | 5752243                 | ACTIVPUR             |
| DREAMWELL, LTD.           | 5846139                 | INFINICOOL           |
| DREAMWELL, LTD.           | 6047303                 | ALLERCLEAR           |
| DREAMWELL, LTD.           | 6067387                 | CONTOURFIT           |
| DREAMWELL, LTD.           | 5150143                 | BEAUTYCLOUD          |
| DREAMWELL, LTD.           | 5330220                 | SMARTMOTION BASE     |
| DREAMWELL, LTD.           | 5306966                 | SIMMONS              |

| REGISTERED OWNER   | REGISTRATION NO. | TRADEMARK     |
|--------------------|------------------|---------------|
| DREAMWELL, LTD.    | 5080258          | SIMMONS       |
| DREAMWELL, LTD.    | 5080259          | BEAUTYREST    |
| Tuft & Needle, LLC | 5612173          | TUFT & NEEDLE |
| Tuft & Needle, LLC | 5617706          | T&N           |

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

**PATENTS**

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>   |
|-------------------------|-------------------|--|
| DREAMWELL, LTD.         | 7748066           | MATTRESS CENTER RIDGE COMPENSATOR                              |
| DREAMWELL, LTD.         | 7047581           | STRANDED MATTRESS SPRING                                       |
| DREAMWELL, LTD.         | 8099811           | MULTI-STRANDED COIL SPRING                                     |
| DREAMWELL, LTD.         | 6944899           | STRANDED MATTRESS SPRING                                       |
| DREAMWELL, LTD.         | 7168117           | MULTI-STRANDED COIL SPRING                                     |
| DREAMWELL, LTD.         | 6931685           | ONE-SIDED MATTRESS   |
| DREAMWELL, LTD.         | 7418753           | ONE-SIDED MATTRESS   |
| DREAMWELL, LTD.         | 7814594           | ONE-SIDED MATTRESS   |
| DREAMWELL, LTD.         | 6799344           | TITANIUM MATTRESS MEMBER                                       |
| DREAMWELL, LTD.         | 7624464           | TITANIUM MATTRESS MEMBER                                       |
| DREAMWELL, LTD.         | 8127383           | TITANIUM MATTRESS MEMBER                                       |
| DREAMWELL, LTD.         | 6983499           | ADJUSTABLE BED SHIELDS   |
| DREAMWELL, LTD.         | 7827637           | MATTRESS WITH FLAME RESISTANT MOISTURE BARRIER                 |
| DREAMWELL, LTD.         | 7992240           | MATTRESS WITH PIVOTING MEMBER ATTACHED TO ADJUSTABLE BED FRAME |
| DREAMWELL, LTD.         | 7581271           | LOW PROFILE MATTRESS   |
| DREAMWELL, LTD.         | 8006529           | METHODS FOR MANUFACTURING COIL SPRINGS                         |



| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>   |
|-------------------------|-------------------|--|
| DREAMWELL, LTD.         | 8033231           | PANEL QUILT MACHINE WITH FEEDER PROVIDING REDUCED DOWNTIME |
| DREAMWELL, LTD.         | 7017205           | PLASTIC MATTRESS FOUNDATION                                |
| DREAMWELL, LTD.         | 7174583           | ADJUSTABLE HEIGHT FOUNDATION                               |
| DREAMWELL, LTD.         | 7690096           | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY          |
| DREAMWELL, LTD.         | 7036173           | CHANNEL-CUT CUSHION SUPPORTS                               |
| DREAMWELL, LTD.         | 7424763           | CHANNEL-CUT CUSHION SUPPORTS                               |
| DREAMWELL, LTD.         | 7370380           | MATTRESS WITH REMOVABLE TOP                                |
| DREAMWELL, LTD.         | 7587775           | MATTRESS WITH REMOVABLE TOP                                |
| DREAMWELL, LTD.         | 8181293           | MATTRESS WITH REMOVABLE TOP                                |
| DREAMWELL, LTD.         | 7849542           | MATTRESSES HAVING FLAME RESISTANT PANEL                    |
| DREAMWELL, LTD.         | 7174613           | METHOD FOR MANUFACTURING A FOAM CORE HAVING CHANNEL CUTS   |
| DREAMWELL, LTD.         | 6772463           | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS            |
| DREAMWELL, LTD.         | 7219381           | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS            |
| DREAMWELL, LTD.         | 7574763           | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS            |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | 8001639           | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS                                       |
| DREAMWELL, LTD.         | 6561047           | METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE |
| DREAMWELL, LTD.         | 6792819           | METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE |
| DREAMWELL, LTD.         | D655965           | FOOT PROTECTOR FOR A MATTRESS WITH A REVEAL   |
| DREAMWELL, LTD.         | D621197           | MATTRESS  |
| DREAMWELL, LTD.         | D661925           | COIL SPRING   |
| DREAMWELL, LTD.         | 7200884           | MATTRESS ASSEMBLY AND MANUFACTURING PROCESS FOR A MATTRESS USING ADHESIVE PATCHES     |
| DREAMWELL, LTD.         | D551012           | MATTRESS COVER WITH QUILT PATTERN   |
| DREAMWELL, LTD.         | D552397           | MATTRESS COVER WITH QUILT PATTERN   |
| DREAMWELL, LTD.         | D551011           | MATTRESS COVER WITH QUILT PATTERN   |
| DREAMWELL, LTD.         | 6804849           | QUILTED MATTRESS COVER WITH INVERTED SEAM   |
| DREAMWELL, LTD.         | 6944900           | QUILTED MATTRESS COVER WITH INVERTED SEAM   |
| DREAMWELL, LTD.         | 7395568           | SELF-CONTAINED ARTICULATED MATTRESS   |
| DREAMWELL, LTD.         | 7165282           | HINGED FOAM ASSEMBLY FOR MATTRESS MANUFACTURING                                       |
| DREAMWELL, LTD.         | 6493887           | BOX SPRING CORNER GUARD   |
| DREAMWELL, LTD.         | 6687929           | BOX SPRING CORNER GUARD   |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | 6557198           | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA       |
| DREAMWELL, LTD.         | 6678905           | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA       |
| DREAMWELL, LTD.         | 7103933           | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA       |
| DREAMWELL, LTD.         | 6519798           | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA       |
| DREAMWELL, LTD.         | 6718726           | METHOD AND APPARATUS FOR STORING AND TRANSPORTING STRINGS OF POCKETED COILS |
| DREAMWELL, LTD.         | D655938           | ADJUSTABLE BASE FOR A BED   |
| DREAMWELL, LTD.         | 8250689           | CHANNEL-CUT CUSHION SUPPORTS  |
| DREAMWELL, LTD.         | 8689380           | MULTI-STRANDED COIL SPRING  |
| DREAMWELL, LTD.         | 8307482           | MATTRESS OR MATTRESS PAD WITH GEL SECTION                                   |
| DREAMWELL, LTD.         | 8356372           | SYSTEMS AND METHODS FOR HINGED BEDDING ASSEMBLIES                           |
| DREAMWELL, LTD.         | 9205483           | METHODS FOR MANUFACTURING COIL SPRINGS                                      |
| DREAMWELL, LTD.         | 8414732           | MATTRESSES HAVING FLAME RESISTANT PANEL                                     |
| DREAMWELL, LTD.         | 8800979           | SYSTEMS AND METHODS FOR CUSHION SUPPORTS                                    |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | 8984690           | MATTRESS AND SIDE RAIL ASSEMBLY WITH HIGH AIRFLOW                             |
| DREAMWELL, LTD.         | 9301622           | SHELL FOR MATTRESS FOR ADJUSTABLE BED   |
| DREAMWELL, LTD.         | D712682           | MATTRESS BORDER   |
| DREAMWELL, LTD.         | 9145479           | ODORLESS FOAM MATTRESS ASSEMBLY   |
| DREAMWELL, LTD.         | 8893337           | FIRE RESISTANT FLANGE FOR REMOVABLE TOP PANELS FOR USE IN MATTRESS ASSEMBLIES |
| DREAMWELL, LTD.         | 8979079           | SPRING COILS FOR INNERSPRING ASSEMBLIES AND METHODS OF MANUFACTURE            |
| DREAMWELL, LTD.         | 8490231           | SYSTEMS, METHODS AND DESIGNS FOR HANDLES IN FURNITURE                         |
| DREAMWELL, LTD.         | D681980           | ASYMMETRIC COIL SPRING  |
| DREAMWELL, LTD.         | 9161634           | ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS                         |
| DREAMWELL, LTD.         | 8832888           | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW                         |
| DREAMWELL, LTD.         | D683992           | MATTRESS  |
| DREAMWELL, LTD.         | D677965           | MATTRESS INCLUDING A MATTRESS HANDLE  |
| DREAMWELL, LTD.         | D680358           | MATTRESS INCLUDING A MATTRESS HANDLE  |
| DREAMWELL, LTD.         | 8918935           | CHANNEL CUT CUSHION SUPPORTS  |
| DREAMWELL, LTD.         | 8474805           | MICROALLOYED SPRING   |
| DREAMWELL, LTD.         | 8919752           | MICROALLOYED SPRING   |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>                                    |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | 9427091           | MICROALLOYED SPRING                                   |
| DREAMWELL, LTD.         | D731820           | MATTRESS  |
| DREAMWELL, LTD.         | 9192245           | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW |
| DREAMWELL, LTD.         | 8813279           | MATTRESSES AND MATTRESS FOUNDATIONS                   |
| DREAMWELL, LTD.         | 8904578           | MULTI-PIECE MATTRESS SUPPORTING FOUNDATION            |
| DREAMWELL, LTD.         | 9003580           | MATTRESS DISPLAY                                      |
| DREAMWELL, LTD.         | 9314108           | PLUNGER MATRIX MATTRESS ASSEMBLIES                    |
| DREAMWELL, LTD.         | 9314109           | MODULAR PLUNGER MATRIX MATTRESS                       |
| DREAMWELL, LTD.         | 9119478           | DUAL-SPRING PLUNGER FOR A PLUNGER MATRIX MATTRESS     |
| DREAMWELL, LTD.         | 9226591           | PLUNGER FOR A PLUNGER MATRIX MATTRESS                 |
| DREAMWELL, LTD.         | 9259097           | FOLDING PLUNGER MATRIX MATTRESS                       |
| DREAMWELL, LTD.         | 9326616           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS |
| DREAMWELL, LTD.         | 9158141           | THERMALLY ACTIVATED MATTRESS COVER AND DISPLAY        |
| DREAMWELL, LTD.         | D707061           | MATTRESS  |
| DREAMWELL, LTD.         | D707060           | MATTRESS AND FOUNDATION                               |
| DREAMWELL, LTD.         | 10051970          | ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION     |
| DREAMWELL, LTD.         | 10111530          | ADJUSTABLE MATTRESS FOUNDATION AND PROCESS OF USE     |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | 10182662          | ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES  |
| DREAMWELL, LTD.         | 10463164          | ADJUSTABLE MATTRESS FOUNDATION  |
| DREAMWELL, LTD.         | 10506884          | ADJUSTABLE FOUNDATION   |
| DREAMWELL, LTD.         | 10517407          | ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES  |
| DREAMWELL, LTD.         | 10537184          | SPLIT ADJUSTABLE MATTRESS FOUNDATION FOR MULTIPLE USERS                                       |
| DREAMWELL, LTD.         | 10568434          | ADJUSTABLE FOUNDATION   |
| DREAMWELL, LTD.         | 10631656          | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| DREAMWELL, LTD.         | 10631657          | CUSHIONS INCLUDING FLAT SPRINGS   |
| DREAMWELL, LTD.         | 10638851          | ADJUSTABLE FOUNDATION   |
| DREAMWELL, LTD.         | 10639221          | ADJUSTABLE FOUNDATION AND MATTRESS ASSEMBLY   |
| DREAMWELL, LTD.         | 9833081           | MATTRESS WITH FLEXIBLE PRESSURE SENSOR  |
| DREAMWELL, LTD.         | 9854921           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS   |
| DREAMWELL, LTD.         | 9865243           | PILLOW SET WITH SNORING NOISE CANCELLATION  |
| DREAMWELL, LTD.         | 9901184           | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| TUFT & NEEDLE, LLC      | D866234           | BED FRAME   |

| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------|-------------------|---|
| DREAMWELL, LTD.         | D873584           | FABRIC FOOT PROTECTOR FOR A MATTRESS  |
| DREAMWELL, LTD.         | 9642472           | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY   |
| DREAMWELL, LTD.         | 9756959           | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| DREAMWELL, LTD.         | 9603460           | SYSTEMS AND METHODS FOR MANUFACTURING SPRINGS WITH FOAM CHARACTERISTICS                       |
| DREAMWELL, LTD.         | 9592005           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS  |
| DREAMWELL, LTD.         | 9549620           | CHANNEL-CUT CUSHION SUPPORTS  |
| DREAMWELL, LTD.         | 9862553           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| DREAMWELL, LTD.         | 9592845           | STAGING CART FOR TRANSPORTING MATTRESSES  |
| DREAMWELL, LTD.         | 10272611          | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| DREAMWELL, LTD.         | 9839301           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| DREAMWELL, LTD.         | 10455950          | MATTRESS MANUFACTURING PROCESS AND APARATUS   |
| DREAMWELL, LTD.         | 10172474          | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| DREAMWELL, LTD.         | 10525557          | AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| DREAMWELL, LTD.         | 10365638          | SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING                                       |

| <b>REGISTERED OWNER</b>             | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-------------------------------------|-------------------|---|
| DREAMWELL, LTD.                     | 9657800           | SYSTEMS AND METHODS FOR CUSHION SUPPORTS  |
| DREAMWELL, LTD.                     | 9833188           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS                              |
| DREAMWELL, LTD.                     | 9592006           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS                              |
| DREAMWELL, LTD.                     | 9546016           | MATTRESS DISPLAY PACKAGING AND DISPLAY CONTAINER                                    |
| DREAMWELL, LTD.                     | 9504332           | HYBRID MATTRESS ASSEMBLIES  |
| DREAMWELL, LTD.                     | 9756953           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS                               |
| DREAMWELL, LTD.                     | 9635950           | DISPLAY DEVICE FOR A PLUNGER MATRIX MATTRESS  |
| DREAMWELL, LTD.                     | 9901185           | MATTRESS INCLUDING FLAT SPRINGS   |
| DREAMWELL, LTD.<br>WCW INCORPORATED | 10537185          | ACCELERATED CALIBRATION SYSTEM FOR A SMART RESPONSE TECHNOLOGY MATTRESS             |
| DREAMWELL, LTD.                     | 9861207           | WAVE SPRINGS AND CUSHIONING ARTICLES CONTAINING THE SAME                            |
| DREAMWELL, LTD.                     | 10548410          | FIRMNESS CONTROL FOR A SMART RESPONSE TECHNOLOGY BODY SUPPORT                       |
| DREAMWELL, LTD.                     | 9886698           | AUGMENTED REALITY PRODUCT BROCHURE APPLICATION                                      |
| DREAMWELL, LTD.                     | 9640167           | SMART PILLOWS AND PROCESSES FOR PROVIDING ACTIVE NOISE CANCELLATION AND BIOFEEDBACK |



| <b>REGISTERED OWNER</b> | <b>PATENT NO.</b> | <b>DESCRIPTION</b>   |
|-------------------------|-------------------|--|
| DREAMWELL, LTD.         | 9622590           | MATTRESS MANUFACTURING PROCESS AND APPARATUS                               |
| DREAMWELL, LTD.         | 10271661          | CUSHIONS INCLUDING FLAT SPRINGS  |
| DREAMWELL, LTD.         | 9498069           | MATTRESS MANUFACTURING PROCESS AND APPARATUS                               |
| DREAMWELL, LTD.         | 10357113          | HYBRID MATTRESS ASSEMBLIES   |
| DREAMWELL, LTD.         | 10575653          | MATTRESS ASSEMBLY INCLUDING THERMALLY CONDUCTIVE FOAM LAYER                |
| DREAMWELL, LTD.         | 9645063           | APPARATUS AND PROCESS FOR MEASURING VISCOELASTIC FOAM COMPRESSION RECOVERY |
| DREAMWELL, LTD.         | 9734815           | PILLOW SET WITH SNORING NOISE CANCELLATION                                 |
| DREAMWELL, LTD.         | D787861           | MATTRESS   |
| DREAMWELL, LTD.         | D794357           | MATTRESS   |
| DREAMWELL, LTD.         | D804855           | MATTRESS   |
| Tuft & Needle, LLC      | D848176           | BED FRAME  |
| DREAMWELL, LTD.         | 7096528           | BED CONSTRUCTION WITH REDUCED SAGGING                                      |
| DREAMWELL, LTD.         | 7444706           | BED CONSTRUCTION WITH REDUCED SAGGING                                      |

PATENT APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>          |
|------------------|------------------------|-----------------------------|
| DREAMWELL, LTD.  | 11/416927              | MATTRESS WITH CROWNED PANEL |

| <b>APPLICANT</b>         | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>   |
|--------------------------|------------------------|--|
| DREAMWELL, LTD.          | 13/354571              | MATTRESS OR MATTRESS PAD WITH GEL SECTION  |
| DREAMWELL, LTD.          | 15/003950              | BEDDING PRODUCT PACKAGING AND PROCESS  |
| DREAMWELL, LTD.          | 13/657130              | MULTI-LAYERED CONVOLUTED FOAM LAYER  |
| DREAMWELL, LTD.          | 14/547669              | FIRE RESISTANT PANEL INCLUDING VERTICALLY ORIENTED FIRE RETARDANT TREATED FIBERS AND AN ADAPTIVE COVERING MATERIAL |
| DREAMWELL, LTD.          | 14/718123              | SMART RESPONSE TECHNOLOGY MATTRESS   |
| DREAMWELL, LTD.          | 14/745739              | ACTIVE THERMAL MATTRESS  |
| DREAMWELL, LTD           | 14/958251              | BEDDING PRODUCT INCLUDING COMPOSITE LAYER AND METHOD OF MANUFACTURE  |
| NATIONAL BEDDING COMPANY | 15/001539              | MATTRESS AND ADJUSTABLE FOUNDATION SELECTION SYSTEM AND PROCESS  |
| Tuft & Needle, LLC       | 15/891,887             | Flame Retardant Cover  |
| Tuft & Needle, LLC       | 16/037833              | Mattress Carrier   |
| DREAMWELL, LTD.          | 15/003957              | COIL STRING STAGING AREA APPARATUS AND METHOD  |
| DREAMWELL, LTD.          | 15/379545              | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS   |
| DREAMWELL, LTD.          | 15/433673              | MATTRESS PANELS INCLUDING ANTIMICROBIAL TREATED FIBERS AND/OR FOAMS  |

| <b>APPLICANT</b>           | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|----------------------------|------------------------|---|
| DREAMWELL, LTD.            | 15/904817              | MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS                                    |
| DREAMWELL, LTD.            | 15/608038              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| SERTA SIMMONS BEDDING, LLC | 15/679221              | THREE DIMENSIONAL POLYLACTIDE FIBER MATRIX LAYER FOR BEDDING PRODUCTS               |
| SERTA SIMMONS BEDDING, LLC | 15/679265              | PRE-CONDITIONED THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS |
| SERTA SIMMONS BEDDING, LLC | 15/679322              | THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS                 |
| SERTA SIMMONS BEDDING, LLC | 15/679400              | THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS                 |
| DREAMWELL, LTD.            | 15/683854              | MATTRESS FOUNDATION AND PROCESS OF MANUFACTURE                                      |
| DREAMWELL, LTD.            | 15/690368              | ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION                                   |
| DREAMWELL, LTD.            | 15/838659              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| DREAMWELL, LTD.            | 15/864404              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| DREAMWELL, LTD.            | 15/972281              | MATTRESS ASSEMBLIES INCLUDING A HYBRID POSTURE SUPPORT SYSTEM                       |
| DREAMWELL, LTD.            | 16/420586              | MONITORING METHODS AND CUSHIONING STRUCTURES  |

| APPLICANT       | APPLICATION NO. | DESCRIPTION   |
|-----------------|-----------------|---|
| DREAMWELL, LTD. | 16/157596       | TEMPERATURE<br>MANAGEMENT BEDDING<br>SYSTEMS                  |
| DREAMWELL, LTD. | 16/718682       | SPLIT ADJUSTABLE<br>MATTRESS FOUNDATION FOR<br>MULTIPLE USERS |

**SCHEDULE III**

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| <b>REGISTERED OWNER</b>                                   | <b>REGISTRATION NO.</b> | <b>TITLE</b>  |
|---|-------------------------|---|
| National Bedding Company L.L.C.                           | SR0000627763            | America's Mattress 60 Second Jingle.                  |
| National Bedding Company L.L.C.                           | SR0000628184            | America's Mattress Jingle – 30 Seconds.               |
| Serta Simmons Bedding, LLC                                | VAu001388449            | Serta Simmons Turtle                                  |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0004093430            | It's never too early to start caring for your back.   |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0004752706            | Simmons truckload sale.                               |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | VA0000735511            | BackCare floating man.                                |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | PA0000772109            | Dropping the ball.                                    |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0004093428            | Dropping the ball.                                    |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0003673902            | Beautyrest: The do-not-disturb mattress.              |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0003673901            | Sleep Logic series.                                   |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0003673900            | EOS: Equation of Sleep.                               |
| SSB Manufacturing Company (f/k/a Simmons Bedding Company) | TX0000189653            | Beautyrest by Simmons. The physical fitness mattress. |
| Tuft & Needle, LLC  | VA0002016570            | 5 Reasons Artwork                                     |
| Tuft & Needle, LLC  | VA0002012578            | Classic Bed Photo                                     |
| Tuft & Needle, LLC  | VA0002015462            | Compatible Diagram                                    |
| Tuft & Needle, LLC  | VA0002013178            | Death of the Salesman Diagram                         |
| Tuft & Needle, LLC  | PA0002004481            | Making of a Mattress: Design Video                    |
| Tuft & Needle, LLC  | TX0008282833            | Our Story Page  |
| Tuft & Needle, LLC  | VA0002013163            | Setup Diagram   |
| Tuft & Needle, LLC  | VAu001254454            | Social Responsibility Artwork                         |

| <b>REGISTERED OWNER</b> | <b>REGISTRATION NO.</b> | <b>TITLE</b>                   |
|-------------------------|-------------------------|--------------------------------|
| Tuft & Needle, LLC      | PA0002004406            | T&N Adaptive Foam Video        |
| Tuft & Needle, LLC      | PA0002004408            | The Truth: Layers Video        |
| Tuft & Needle, LLC      | TX0008282857            | The Truth Page                 |
| Tuft & Needle, LLC      | TX0008285606            | Tuft & Needle Home Page        |
| Tuft & Needle, LLC      | PA0002004480            | Wake up Better: Assembly Video |
| Tuft & Needle, LLC      | PA0002004483            | We Are Fixers: Online Video    |

COPYRIGHT APPLICATIONS

None.

**EXHIBIT A**

[FORM OF]  
SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([**each, a**][**the**] “**Grantor**”) in favor of UBS AG, Stamford Branch (“**UBS**”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Super-Priority Pledge and Security Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Super-Priority Term Loan Agreement”), by and among, inter alios, Dawn Intermediate, Inc., a Delaware corporation (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing”), as borrowers, the Lenders from time to time party thereto (the “Lenders”) and UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement, the [**Grantor**][**Grantors**] and the Administrative Agent have entered into that certain Super-Priority Term Loan Intellectual Property Security Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) [**which was recorded at the United States Patent and Trademark Office on [●] at Reel/Frame No. [●], and at the United States Copyright Office on [●] at Volume/Page No. [●]**]<sup>1</sup>. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of [Section 4.03(c)] of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

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<sup>1</sup> Included bracketed information to the extent then available.

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on 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 of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[•]

By: \_\_\_\_\_

Name: [•]

Title: [•]

**SCHEDULE I**

TRADEMARK REGISTRATIONS

| <b>REGISTERED OWNER</b> | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b> |
|-------------------------|----------------------------|------------------|
|                         |                            |                  |
|                         |                            |                  |
|                         |                            |                  |
|                         |                            |                  |

TRADEMARK APPLICATIONS

| <b>APPLICANT</b> | <b>SERIAL NUMBER</b> | <b>TRADEMARK</b> |
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**SCHEDULE II**

PATENTS

| <b>REGISTERED OWNER</b> | <b>PATENT NUMBER</b> | <b>TITLE</b> |
|-------------------------|----------------------|--------------|
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PATENT APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NUMBER</b> | <b>TITLE</b> |
|------------------|---------------------------|--------------|
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**SCHEDULE III**

COPYRIGHT REGISTRATIONS

| <b>REGISTERED OWNER</b> | <b>REGISTRATION NUMBER</b> | <b>TITLE</b> |
|-------------------------|----------------------------|--------------|
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COPYRIGHT APPLICATIONS

| <b>APPLICANT</b> | <b>APPLICATION NUMBER</b> | <b>TITLE</b> |
|------------------|---------------------------|--------------|
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