

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classic Brands, LLC		10/02/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	2489738	ADVANCED COMFORT	
Registration Number:	4677393	ADVANCED COMFORT	
Registration Number:	1296339	CLASSIC	
Registration Number:	3656017	COOL GEL	
Registration Number:	3656013	COOL SLEEP	
Registration Number:	3656012	COOL TOP	
Registration Number:	4688863	DEFEND-A-BED	
Registration Number:	4638109	DEFENDABED	
Registration Number:	5296709	HERCULES	
Registration Number:	4287547	INSTANT FOUNDATION	
Registration Number:	3220504	NATURAL EXPRESSIONS	
Registration Number:	4429394	PEDIC ADVANTAGE	
Registration Number:	4302292	POSTURE CLOUD	
Registration Number:	3007738	POSTURE-TEMP	
Registration Number:	5037125	POSTURELOFT	
Registration Number:	3738297	QUIETSLEEP	
Registration Number:	4014671	SLEEP OPTIONS	
Registration Number:	4706908	SLEEP TRENDS	
Registration Number:	4739924	THE NEW SHAPE OF COMFORT	

OP \$1115.00 2489738

Property Type	Number	Word Mark
Registration Number:	4960631	THE SHAPE OF THINGS TO COME
Registration Number:	4369310	VALUEPEDIC
Registration Number:	5076142	MODERNSLEEP
Registration Number:	5156831	COPPERSMART
Registration Number:	5124850	CHALET MATTRESS
Registration Number:	5124851	POSTUREPLUS
Registration Number:	5124849	POSTURE+
Registration Number:	5120039	EUROFRAME
Registration Number:	3994667	DELANDIS
Registration Number:	5251435	REVO
Serial Number:	86455131	MY LOFT
Serial Number:	87172964	COOL SLEEP JADE
Serial Number:	87172978	ADJUSTABLE COMFORT
Serial Number:	87275475	COOL CLOUD
Serial Number:	87313806	5-MINUTE FOUNDATION
Serial Number:	87358192	ADJUSTABLE COMFORT AFFORDAMATIC
Serial Number:	87367194	UBER HOT
Serial Number:	87367204	UBER COOL
Serial Number:	87367184	CLASSIC FOAM MATTRESS
Serial Number:	87159458	VIBE
Serial Number:	87078821	URBAN LOFT
Serial Number:	87417602	THERMAL CRUSHING TECHNOLOGY
Serial Number:	87485655	SILVERSMART
Serial Number:	87485652	THERMIC
Serial Number:	87551650	TITAN BED FRAME

CORRESPONDENCE DATA

Fax Number: 3104079090

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: 3104074010

Email: nmaoz@ktbslaw.com

Correspondent Name: KTBS Law LLP; N. Maoz

Address Line 1: 1801 Century Park East

Address Line 2: 26th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Nir Maoz

SIGNATURE: /Nir Maoz/

DATE SIGNED: 12/21/2021

Total Attachments: 6

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 2, 2017, by Classic Brands, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 2, 2017 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

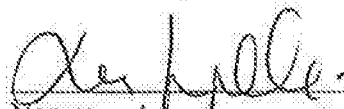
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

CLASSIC BRANDS, LLC

By: 
Name: Michael Zypall
Title:

[Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[See attached].

TRADEMARKS

Trademark	Status	Notes	Post Registration Update	Date of Registration	Registration Class	Registration No.
REGISTERED						
ADVANCED COMFORT	Registered			12/18/2001	10, 20, 24	2489738
ADVANCED COMFORT	Registered			1/27/2015	10, 20, 24	4677393
CLASSIC	Registered		Renewal on 9/18/2014	9/18/1984	20	1296339
COOL GEL	Registered			7/14/2009	20	3656017
COOL SLEEP	Registered			7/14/2009	20	3656013
COOL TOP	Registered			7/14/2009	20	3656012
DEFEND-A-BED	Registered			2/17/2015	24	4688863
DEFENDABED	Registered			11/11/2014	24	4638109
HERCULES	Registered			9/26/2017	20	5296709
INSTANT FOUNDATION	Registered			2/12/2013	20	4287547
NATURAL EXPRESSIONS	Registered		Corrected 12/16/2016	3/20/2007	20	3220504
PEDIC ADVANTAGE	Registered			11/5/2013	20	4429394
POSTURE CLOUD	Registered			3/12/2013	20	4302292
POSTURE-TEMP	Registered			10/18/2005	20, 24	3007738
POSTURELOFT	Registered	Exclusive to Overstock		9/6/2016	20	5037125
QUIETSLEEP	Registered			1/12/2010	20	3738297
SLEEP OPTIONS	Registered			8/23/2011	20	4014671
SLEEP TRENDS	Registered	Exclusive to Macy's		3/24/2015	20, 24	4706908
THE NEW SHAPE OF COMFORT	Registered			5/19/2015	20	4739924
THE SHAPE OF THINGS TO COME	Registered			5/17/2016	20	4960631
VALUEPEDIC	Registered			7/16/2013	20	4369310
MODERN SLEEP	Registered			11/8/2016	20, 24	5076142
COPPER SMART	Registered			3/7/2017	20	5156831
CHALET MATTRESS	Registered			1/17/2017	20	5124850
POSTUREPLUS	Registered			1/17/2017	20	5124851
POSTURE+	Registered			1/17/2017	20	5124849
EUROFRAME	Registered			1/10/2017	20	5120039
DELANDIS (STYLIZED)	Registered	Licensed to Classic Brands for all countries throughout North America	Assignment to Classic Brands filed; Declaration of Use Filed	7/12/2011	20	3994667
DECORO	Registered		Assignment to Classic Brands not yet	10/19/2010	20	3864354

			accepted by USPTO; Declaration of use sent			
REVO	Registered			25-Jul-17	20	5251435
IN PROCESS APPLICATIONS						
Trademark	Status	Notes	Post-Filing Update	Filing Date	Application Class	Serial #
MY LOFT	Declaration of Use Filed		Outstanding Office Action	14-Nov-14	20, 24	86455131
COOL SLEEP JADE	Declaration of Use Filed		Outstanding Office Action	15-Sep-16	20, 24	87172964
ADJUSTABLE COMFORT	Declaration of Use Filed			15-Sep-16	20	87172978
COOL CLOUD	Notice of Publication			20-Dec-16	20	87275475
5-MINUTE FOUNDATION	Pending Examination		Outstanding Office Action	25-Jan-17	20	87313806
ADJUSTABLE COMFORT AFFORDAMATIC	Notice of Publication			3-Mar-17	20	87358192
UBER HOT	Pending Examination		Outstanding Office Action	10-Mar-17	20	87367194
UBER COOL	Pending Examination		Outstanding Office Action	10-Mar-17	20	87367204
CLASSIC FOAM MATTRESS	Pending Examination		Outstanding Office Action	10-Mar-17	20	87367184
VIBE MATTRESS	Notice of Publication			2-Sep-16	20, 24	87159458
URBAN LOFT	Seeking Co- existence		Outstanding Office Action	21-Jun-16	20	87078821
THERMAL CRUSHING TECHNOLOGY	Pending Examination		Outstanding Office Action	19-Apr-17	20	87417602
SILVERSMART	Pending Examination			12-Jun-17	20, 24	87485655
THERMIC	Pending Examination			12-Jun-17	20, 24	87485652
TITAN BED FRAME	Pending Examination			1-Aug-17	20	87551650

Trademarks used under License:

Exclusive License and Distribution Agreement by and between Quanzhou Hengang Industry and Trade Co., Ltd., and Classic Brands, LLC, dated as of January 1, 2014 and as amended on January 1, 2015, to include Shenzhen Hengang Industries Co., Ltd. as party, providing license to the DELANDIS trademark to Classic Brands LLC in all countries throughout North America.

Other Contracts:

Coexistence Agreement dated May 14, 2012 by and between Classic Brands, LLC and Serta, Inc. regarding COOL GEL trademark (Classic Brands) and COOL ACTION trademark (Serta).

Coexistence Agreement dated October 12, 2016 by and between Classic Brands, LLC and Fire King International, LLC regarding HERCULES trademark application.