

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classic Brands, LLC		12/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5802550	BEDDING ELEMENTS	
Registration Number:	6323500	COOL FIRM	
Registration Number:	6267301	COOL GEL ICE	
Registration Number:	6323501	COOL STANDARD	
Registration Number:	5156831	COPPERSMART	
Registration Number:	5991798	EARTH ELEMENTS	
Registration Number:	5735184	JUBILEE	
Registration Number:	5567258	LEIGH + IVY	
Registration Number:	6130718	NAKED GOOSE	
Registration Number:	5735185	SAVILE ROW	
Registration Number:	5735186	TALI MATTRESS	
Registration Number:	6555573	URBAN FARMHOUSE	
Registration Number:	6114164	URBAN LOFT	
Registration Number:	5481768	VIBE	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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>			
Phone:	3104074010		

OP \$365.00 5802550

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: 12/30/2021

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 30, 2021, 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).

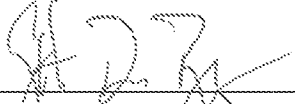


All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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.

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: 
Title: 
CSO

[Trademark Security Agreement]

Schedule A
Trademarks

Mark	Registration Date	Registration Number	Serial Number
BEDDING ELEMENTS	7/9/2019	5802550	87689983
COOL FIRM	4/13/2021	6323500	88751251
COOL GEL ICE	2/9/2021	6267301	88347067
COOL STANDARD	4/13/2021	6323501	88751282
COPPERSMART	3/7/2017	5156831	86657210
EARTH ELEMENTS	2/18/2020	5991798	87914496
JUBILEE	4/23/2019	5735184	87866309
LEIGH + IVY	9/18/2018	5567258	87728644
NAKED GOOSE	4/18/2020	6130718	87695631
SAVILE ROW	4/23/2019	5735185	87866317
TALI MATTRESS	4/23/2019	5735186	87866322
URBAN FARMHOUSE	11/9/2021	6555573	88185393
URBAN LOFT	7/28/2020	6114164	88115712
VIBE	5/29/2018	5481768	87159458

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