

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6609/0035

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Administrative Agent		05/06/2022	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Tuft & Needle, LLC
Street Address:	735 Grand Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85007
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5490964	& FRAME
Registration Number:	5316489	& SHEETS
Registration Number:	5305851	& PILLOW
Registration Number:	5436262	& POUCH
Registration Number:	5394117	TUFT & NEEDLE & PILLOW
Registration Number:	5247908	TN.COM
Registration Number:	5173090	SNOOZEDUES
Registration Number:	5443885	MATTRESS STORES ARE GREEDY
Registration Number:	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Registration Number:	4964252	TUFT & NEEDLE
Registration Number:	5083389	TN
Registration Number:	5143379	WAKE UP BETTER
Registration Number:	5115227	T&N ADAPTIVE
Registration Number:	5233659	T&N
Registration Number:	5242547	TUFT & NEEDLE
Registration Number:	5229256	&
Registration Number:	4836760	T&N
Registration Number:	4836761	TUFT & NEEDLE

CH \$640.00 5490964

Property Type	Number	Word Mark
Registration Number:	5595965	TUFT & NEEDLE
Registration Number:	4616761	TUFT & NEEDLE
Registration Number:	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Registration Number:	5267021	TUFT & NEEDLE
Serial Number:	87740540	MINT
Serial Number:	86601194	TUFT & NEEDLE
Serial Number:	86601200	T&N

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 12129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	029217-0298
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	05/10/2022

Total Attachments: 6

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of May 6, 2022 (the “Effective Date”), is made by GOLDMAN SACHS BANK USA, as administrative agent and collateral agent for the Secured Parties (in such capacities the “Administrative Agent”), in favor of TUFT & NEEDLE, LLC., a Delaware limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Supplemental IP Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of November 8, 2016, by and among the Grantor, the other grantors party thereto and Administrative Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Second Lien Term Loan Intellectual Property Security Agreement Supplement, dated as of November 30, 2018 (the “Supplemental IP Security Agreement”), which was submitted for recordation in the United States Copyright Office (“USCO”) on April 4, 2019, and which was recorded in the United States Patent and Trademark Office (“USPTO”) on April 4, 2019 at Reel/Frame 6609/0035 (with respect to Trademarks) and at Reel/Frame 048791/0973 (with respect to Patents);

WHEREAS, pursuant to the Security Agreement and the Supplemental IP Security Agreement, the Grantor pledged, collaterally assigned, mortgaged, transferred, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in (the “Security Interest”) all of Grantor’s right, title or interest in and to the Additional IP Collateral, including, without limitation, the Trademarks listed on Schedule I hereto, the Patents listed on Schedule II hereto, and the Copyrights listed on Schedule III hereto; and

WHEREAS, the Grantor has requested that the Administrative Agent terminate and release the Security Interest in the Additional IP Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Supplemental IP Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Additional IP Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Additional IP Collateral, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Additional IP Collateral), is hereby authorized to record this Release in the USPTO and the USCO, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

GOLDMAN SACHS BANK USA, as
Administrative Agent



By: 

Name: Luke Qiu

Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5490964	& FRAME
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5316489	& SHEETS
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5305851	& PILLOW
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5436262	& POUCH
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5394117	TUFT & NEEDLE & PILLOW 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5247908	TN.COM
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5173090	SNOOZEDUES
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5443885	MATTRESS STORES ARE GREEDY
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4964252	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5083389	TN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5143379	WAKE UP BETTER
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5115227	T&N ADAPTIVE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5233659	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5242547	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5229256	& 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836760	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836761	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5595965	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4616761	TUFT & NEEDLE

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5267021	TUFT & NEEDLE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	87740540	MINT
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601194	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601200	T&N

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	15/891,887	Flame Retardant Cover
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/615,899	Bed Frame
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	16/037,833	Mattress Carrier
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/657,664	
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/671,031	

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002016570	5 Reasons Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002012578	Classic Bed Photo
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002015462	Compatible Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013178	Death of the Salesman Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004481	Making of a Mattress: Design Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282833	Our Story Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013163	Setup Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VAu001254454	Social Responsibility Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004406	T&N Adaptive Foam Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004408	Truth: Layers Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282857	Truth Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008285606	Tuft & Needle Home Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004480	Wake up Better: Assembly Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004483	We Are Fixers: Online Video

COPYRIGHT APPLICATIONS

None.