

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 5936/0230		
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:	National Bedding Company L.L.C.		
Street Address:	2600 Forbes Avenue		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4974255	SLEEP SIMPLE	
Registration Number:	4852950	THE MATTRESS SHOPPE	
Registration Number:	4299141	ESSENTIAL ELEMENTS	
Registration Number:	3491355	AMERICA'S MATTRESS	
Registration Number:	3684436	FIVE STAR MATTRESS	
Registration Number:	2927140	AMERICA'S MATTRESS	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

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DATE SIGNED:

05/10/2022

Total Attachments: 24

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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 DREAMWELL, LTD., a Nevada limited liability company, SSB MANUFACTURING COMPANY, a Delaware corporation, and NATIONAL BEDDING COMPANY L.L.C., an Illinois limited liability company (each, a “Grantor”, and collectively, the “Grantors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the 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 Grantors, 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 Grantors executed and delivered a Second Lien Term Loan Intellectual Property Security Agreement, dated as of November 8, 2016 (the “IP Security Agreement”), which was recorded in the United States Copyright Office (“USCO”) on November 25, 2016 at Volume 9939, Doc. No. 931 (with respect to Copyrights), and in the United States Patent and Trademark Office (“USPTO”) on December 5, 2016 at Reel/Frame 5934/0689 (with respect to Trademarks of Dreamwell, Ltd.), at Reel/Frame 5936/0230 (with respect to Trademarks of National Bedding Company), at Reel/Frame 040813/1075 (with respect to Patents of Dreamwell, Ltd.), and at Reel/Frame 040807/0451 (with respect to Patents of National Bedding Company);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each 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 such Grantor’s right, title or interest in and to the 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 Grantors have requested that the Administrative Agent terminate and release the Security Interest in the 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 IP Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the IP Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the IP Collateral of such Grantor, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the IP Collateral of such Grantor), 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