

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as administrative agent		01/25/2023	Banking Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Dreamwell, Ltd.		
Street Address:	2451 Industry Avenue		
City:	Doraville		
State/Country:	GEORGIA		
Postal Code:	30360		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87249484	BEAUTYREST	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	Veronica Bonhamgregory		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		
ATTORNEY DOCKET NUMBER:	V. Bonhamgre-40416.0004		
NAME OF SUBMITTER:	Veronica Bonhamgregory		
SIGNATURE:	/Veronica Bonhamgregory/		
DATE SIGNED:	01/26/2023		
Total Attachments: 6			
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TERMINATION AND RELEASE OF
ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This TERMINATION AND RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, dated as of January 25, 2023 (this “*Termination and Release*”), from UBS AG, Stamford Branch under the ABL Pledge and Security Agreement referred to below (the “*Administrative Agent*”), to Dreamwell, Ltd., a Nevada limited liability company (“*Dreamwell*” or the “*Grantor*”), whose address is 2451 Industry Avenue, Doraville, GA 30360. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the ABL Pledge and Security Agreement referred to below.

A. Reference is made to (i) the ABL Pledge and Security Agreement dated as of November 8, 2016 (as the same may from time to time have been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Security Agreement*”), among the Grantor and the Administrative Agent, and (ii) the ABL Intellectual Property Security Agreement Supplement dated as of May 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Intellectual Property Security Agreement Supplement*”), made by the Grantor in favor of the Administrative Agent (together with the Security Agreement, the “*Security Agreements*”).

B. Pursuant to the Security Agreement, the Grantor executed the Intellectual Property Security Agreement Supplement, and, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the ABL Credit Agreement), granted the Administrative Agent a lien on and security interest in all of its right, title and interest in, to and under

(i) its Trademarks and Trademark applications listed on Schedule I hereto, recorded with the U.S. Patent and Trademark Office on June 1, 2017 at Reel/Frame 006074/0907 with respect to trademarks owned by Dreamwell, and

(ii) its Patent and Patent applications listed on Schedule II hereto, recorded with the U.S. Patent and Trademark Office on June 1, 2017 at Reel/Frame 042665/0001 with respect to patents owned by Dreamwell, in each case solely to the extent the same constitute Collateral (collectively, the “*Intellectual Property*”).

C. In connection with the repayment in full of all principal, interest, fees and other amounts outstanding under the ABL Credit Agreement, and the release of security interests under the Loan Documents, the Grantor has informed the Administrative Agent of its desire to obtain the release of all right, title and interest of the Administrative Agent, in, to and under the IP Collateral granted under the Intellectual Property Security Agreement Supplement, Administrative Agent releases all of its right, title and interest in, to and under the following (the “*IP Collateral*”):

(a) all Trademarks, including the Trademark registrations and pending applications for registration in the United State Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the issued Patents and pending Patent applications in the Unites 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.

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Administrative Agent does hereby terminate, release, cancel, relinquish and discharge any and all liens and security interests it has in, to and under in the Intellectual Property, and reassigns, retransfers and reconveys all right, title and interest it has in, to and under the Intellectual Property to Grantor. At the request and sole expense of Grantor, Administrative Agent shall execute and deliver to Grantor such further documents as Grantor shall reasonably request to evidence the release of Administrative Agent's lien on and security interest in, to and under the Intellectual Property. This Termination and Release and any further documents, and the performance of any actions by Administrative Agent hereunder or thereunder, are made without representation or warranty by, or recourse to, Administrative Agent.

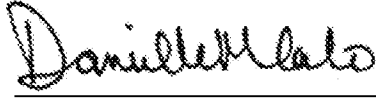
THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]


IN WITNESS WHEREOF, Administrative Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By 

Name: Danielle Calo
Title: Associate Director

By 

Name: Anthony Joseph
Title: Associate Director

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
NONE		

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
DREAMWELL, LTD.	87/249484	BEAUTYREST

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
NONE		

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
Dreamwell, Ltd.	15/352793	MATTRESS WITH FLEXIBLE PRESSURE SENSOR
Dreamwell, Ltd.	15/379545	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
NONE		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
NONE		