

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782880

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:	Tuft & Needle, LLC		
Street Address:	735 W. 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: 2147467777

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: 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: 7

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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 Tuft & Needle, LLC, a Delaware limited liability company, whose address is 735 W. Grand Avenue, Phoenix, AZ 85007 (“*T&N*” or the “*Grantor*”). 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 November 30, 2018 (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 April 4, 2019 at Reel/Frame 006609/0022 with respect to trademarks owned by T&N, and

(ii) its Patent and Patent applications listed on Schedule II hereto, recorded with the U.S. Patent and Trademark Office on April 4, 2019 at Reel/Frame 048791/0948 with respect to patents owned by T&N.

(iii) its Copyrights and Copyright Applications listed on Schedule III hereto, recorded with the United States Copyright Office on April 5, 2019 at V9970, D402, 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

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

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4616761	TUFT & NEEDLE
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

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.	16/037833	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