

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM784935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH, as the resigning Administrative Agent		02/06/2023	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as successor Administrative Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6164764	BEAUTYREST	
Registration Number:	6283680	BEAUTYSLEEP	
Registration Number:	6164748	CLIMATERIGHT SURFACE	
Registration Number:	6531178	SILKAIR	
Registration Number:	6569831	SIMM NS	
Registration Number:	6273292	SIMMONS	
Serial Number:	97556590	BEYOND	
Registration Number:	6699395	ENDUROTECH	
Registration Number:	6373891	BEAUTYREST HARMONY	
Registration Number:	6229706	BEAUTYREST HARMONY LUX	
Registration Number:	6315824	TN.COM	
Registration Number:	6686438	TUFT & NEEDLE ORIGINAL	
Registration Number:	6757333	MINT	
Registration Number:	6693488	T&N ORIGINAL	
Registration Number:	6640060	MOTION AIR	
Registration Number:	6471925		

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CORRESPONDENCE DATA**Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Alison Freudman**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153**ATTORNEY DOCKET NUMBER:** A.Freudman -40416.0004**NAME OF SUBMITTER:** Alison Freudman**SIGNATURE:** /Alison Freudman/**DATE SIGNED:** 02/06/2023**Total Attachments: 9**

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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF
SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

THIS NOTICE OF RESIGNATION AND ASSIGNMENT OF SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Assignment") is made and entered into as of February 6, 2023 by **UBS AG, STAMFORD BRANCH**, as the resigning Administrative Agent (in such capacity, "Assignor"), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, not in its individual capacity but solely as successor Administrative Agent, with an address of 500 Delaware Avenue, Wilmington, DE 19801, as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Super-Priority Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation ("SSB Manufacturing") and, together with SSB and National Bedding, the "Borrowers"), Dawn Intermediate, Inc., a Delaware corporation ("Holdings"), each of the subsidiaries party thereto (the "Subsidiary Guarantors" and together with the Borrowers and Holdings, the "Grantors") and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Super-Priority Term Loan Intellectual Property Security Agreement Supplement, dated as of December 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by SSB, Dreamwell, Ltd., a Nevada limited liability company ("Dreamwell"), and Tuft & Needle, LLC, a Delaware limited liability company ("T&N"), in favor of Assignor submitted or recorded, as applicable, with the United States Patent and Trademark Office (the "USPTO") as follows:

(a) submitted to the USPTO on December 23, 2022, but not yet recorded, with respect to the trademarks owned by Dreamwell, T&N and SSB listed on Schedule I hereto,

(b) recorded at USPTO on December 23, 2022 at Reel/Frame 062212/0165 with respect to patents owned by Dreamwell, and at Reel/Frame 062212/0310 with respect to patents owned by T&N,

(the "Super-Priority Term Loan Intellectual Property Security Agreement Supplement"), the Grantors granted to Assignor a security interest in and to the Additional IP Collateral (as defined in the Super-Priority Term Loan Intellectual Property Security Agreement Supplement), including (1) the trademark registrations and applications set forth on Schedule I, (2) the patents and patent applications set forth on Schedule II, and (3) the copyrights and copyright applications set forth on Schedule III (the "Assigned IP Collateral");

WHEREAS, pursuant to that certain Successor Agent Appointment and Agency Transfer Agreement ("Agent Assignment"), dated as of February 6, 2023, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Administrative Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as such under the Credit Agreement and other Loan Documents, and Assignor assigned and transferred to Assignee each of the Liens and security interests granted to the Assignor under the Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the

resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Administrative Agent, and the assignment by Assignor to Assignee of the Super-Priority Term Loan Intellectual Property Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agent Assignment.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Super-Priority Term Loan Intellectual Property Security Agreement Supplement, including, without limitation, its security interest in, and Lien on, the Assigned IP Collateral granted pursuant to the foregoing agreements, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien. The foregoing assignment is made without recourse to Assignor, and without representation or warranty of any kind.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

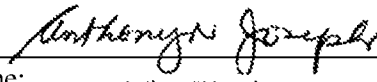
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

UBS AG, STAMFORD BRANCH,
as the resigning Administrative Agent


By: 
Name: Danielle Calo
Title: Associate Director

By: 
Name: Anthony N Joseph
Title: Associate Director

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the successor Administrative Agent

By: 
Name: John McNichol
Title: Assistant Vice President

ACCEPTED AND AGREED
as of the date above first written:

SERTA SIMMONS BEDDING, LLC,
as Grantor

By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

DREAMWELL, LTD.,
as Grantor

By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

TUFT & NEEDLE, LLC,
as Grantor

By: Kristen McGuffey
Name: Kristen McGuffey
Title: Chief Legal Officer and Secretary

SCHEDULE I

TRADEMARKS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
BEAUTYREST	88207485 11/27/2018	6164764 9/29/2020	Registered	Dreamwell, Ltd.
BEAUTYREST 	88037479 7/13/2018	6283680 3/2/2021	Registered	Dreamwell, Ltd.
BEAUTYSLEEP	88207479 11/27/2018	6283680 3/2/2021	Registered	Dreamwell, Ltd.
CLIMATERIGHT SURFACE	88181474 11/5/2018	6164748 9/29/2020	Registered	Dreamwell, Ltd.
SILKAIR	88086971 8/21/2018	6531178 10/19/2021	Registered	Dreamwell, Ltd.
SIMMNS 	88530856 7/23/2019	6569831 11/23/2021	Registered	Dreamwell, Ltd.
SIMMONS	88207472 11/27/2018	6273292 2/16/2021	Registered	Dreamwell, Ltd.
BEYOND 	97556590 19-AUG-2022	---	Pending	Dreamwell, Ltd.
ENDUROTECH 	90667935 23-APR-2021	6699395 12-APR-2022	Registered	Dreamwell, Ltd.
BEAUTYREST HARMONY 	88721936 10-DEC-2019	6373891 01-JUN-2021	Registered	Dreamwell, Ltd.
BEAUTYREST HARMONY LUX 	88721945 10-DEC-2019	6229706 22-DEC-2020	Registered	Dreamwell, Ltd.
TN.COM	87177368 9/20/2016	6315824 4/6/2021	Registered	Tuft & Needle, LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
TUFT & NEEDLE ORIGINAL TUFT & NEEDLE ORIGINAL	90668012 23-APR-2021	6686438 29-MAR-2022	Registered	Tuft & Needle, LLC
MINT MINT	90668018 23-APR-2021	6757333 14-JUN-2022	Registered	Tuft & Needle, LLC
T&N ORIGINAL T&N ORIGINAL	90668025 23-APR-2021	6693488 05-APR-2022	Registered	Tuft & Needle, LLC
MOTION AIR MOTION AIR	88902889 06-MAY-2020	6640060 08-FEB-2022	Registered	Serta Simmons Bedding, LLC
Design Only 	88787725 06-FEB-2020	6471925 31-AUG-2021	Registered	Serta Simmons Bedding, LLC

SCHEDULE II

PATENTS

Patent Title	Application Number Application Date	Registration Number Registration Date	Status	Owner
Mattress assemblies and components including phase change	17/516115 11/1/2021	---	Pending	Dreamwell Ltd. Jointly owned with Georgia Tech Research Corporation
Compressible mattress	17/340187 6/7/2021	---	Pending	Dreamwell Ltd.
Active comfort controlled bedding systems	17/544079 12/7/2021	---	Pending	Dreamwell Ltd.
Mattress assemblies including at least one panel including phase change materials	16/276382 2/14/2019	---	Pending	Dreamwell Ltd.
Foot protection for a mattress	29/684457 3/21/2019	D838464 6/30/2020	Issued	Dreamwell Ltd.
Mattress with crowned panel	17/670557 2/14/2022	---	Pending	Dreamwell Ltd.
Active comfort controlled bedding systems	17/482748 9/23/2021	---	Pending	Dreamwell Ltd.
Mattress assemblies including antiviral protection	17/217313 3/30/2021	---	Pending	Dreamwell Ltd.
Active comfort controlled bedding systems	16/223824 12/18/2018	---	Pending	Dreamwell Ltd.
Mattress assemblies including at least one encapsulated panel including a heat absorbing material	16/741888 1/14/2020	---	Pending	Dreamwell Ltd.
Mattress cover	29/657664 7/24/2018	D909794 2/9/2021	Issued	Tuft & Needle, LLC
Bed	29/712080 11/5/2019	D955063 6/14/2022	Issued	Tuft & Needle, LLC
Mattress cover	29/745207 8/4/2020	D950984 5/10/2022	Issued	Tuft & Needle, LLC
Pet resting structure and methods of fabrication thereof	17/099557 11/16/2020	---	Pending	Tuft & Needle, LLC
Mattress carrier	17/226826 4/9/2021	---	Pending	Tuft & Needle, LLC
Bed frame	29/671031 11/21/2018	D903364 12/1/2020	Issued	Tuft & Needle, LLC

SCHEDULE III

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None.