

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782883

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
Name:	Serta Simmons Bedding, LLC
Street Address:	2451 Industry Avenue
City:	Doraville
State/Country:	GEORGIA
Postal Code:	30360
Entity Type:	Limited Liability Company: DELAWARE
Name:	Tomorrow Sleep LLC
Street Address:	2451 Industry Avenue
City:	Doraville
State/Country:	GEORGIA
Postal Code:	30360
Entity Type:	Limited Liability Company: DELAWARE
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: 15

Property Type	Number	Word Mark
Registration Number:	6067387	CONTOURFIT
Registration Number:	6047303	ALLERCLEAR
Registration Number:	5846139	INFINICOOL
Registration Number:	5752243	ACTIVPUR
Registration Number:	5504935	INFINICOOL
Registration Number:	5752215	PRESSURESENSE
Registration Number:	5365167	BLACKICE
Registration Number:	5441931	BEAUTYREST BLACK
Registration Number:	5530882	BEAUTYREST SILVER
Registration Number:	0523897	EMPRESS
Registration Number:	0525695	DUCHESS
Registration Number:	5286430	TRANSFORM YOUR SLEEP
Registration Number:	5722750	TOMORROW
Registration Number:	5734184	WAKE UP BETTER
Registration Number:	5763699	&

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

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 Dreamwell, Ltd., a Nevada limited liability company (“*Dreamwell*”), whose address is 2451 Industry Avenue, Doraville, GA 30360, Serta Simmons Bedding, LLC, a Delaware limited liability company, whose address is 2451 Industry Avenue, Doraville, GA 30360 (“*SSB*”), Tomorrow Sleep LLC, a Delaware limited liability company, whose address is 2541 Industry Avenue, Doraville, GA 30360 (“*Tomorrow Sleep*”), and Tuft & Needle, LLC, a Delaware limited liability company, whose address is 735 W. Grand Avenue, Phoenix, AZ 85007 (“*T&N*”, and together with Dreamwell, SSB, and Tomorrow Sleep, the “*Grantors*” and each, a “*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 Grantors and the Administrative Agent, and (ii) the ABL Intellectual Property Security Agreement Supplement dated as of June 22, 2020 (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 Grantors in favor of the Administrative Agent (together with the Security Agreement, the “*Security Agreements*”).

B. Pursuant to the Security Agreement, the Grantors 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 24, 2020 at Reel/Frame 006978/0567 with respect to trademarks owned by Dreamwell, at Reel/Frame 006978/0670 with respect to trademarks owned by SSB, at Reel/Frame 006978/0724 with respect to trademarks owned by Tomorrow Sleep, and at Reel/Frame 006978/0796 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 June 24, 2020 at Reel/Frame 053832/0471 with respect to patents owned by T&N, at Reel/Frame 053832/0709 with respect to patents owned by Dreamwell, and at Reel/Frame 053834/0276 with respect to patents owned by SSB, 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 Grantors have 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 Grantors. At the request and sole expense of Grantors, Administrative Agent shall execute and deliver to Grantors such further documents as Grantors 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.

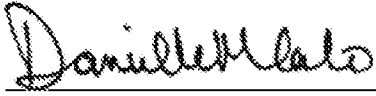
THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

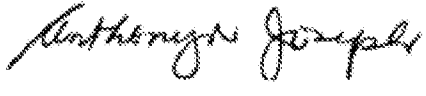
IN WITNESS WHEREOF, Administrative Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

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
DREAMWELL, LTD.	6067387	CONTOURFIT
DREAMWELL, LTD.	6047303	ALLERCLEAR
DREAMWELL, LTD.	5846139	INFINICOOL
DREAMWELL, LTD.	5752243	ACTIVPUR
DREAMWELL, LTD.	5504935	INFINICOOL
DREAMWELL, LTD.	5752215	PRESSURESENSE
DREAMWELL, LTD.	5365167	BLACKICE
DREAMWELL, LTD.	5441931	BEAUTYREST BLACK
DREAMWELL, LTD.	5530882	BEAUTYREST SILVER
DREAMWELL, LTD.	0523897	EMPRESS
DREAMWELL, LTD.	0525695	DUCHESS
SERTA SIMMONS BEDDING, LLC	5286430	TRANSFORM YOUR SLEEP
TOMORROW SLEEP LLC	5722750	TOMORROW
TUFT & NEEDLE, LLC	5734184	WAKE UP BETTER
TUFT & NEEDLE, LLC	5763699	&

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
DREAMWELL, LTD.	10051970	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	9854921	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	10631657	CUSHIONS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	9865243	PILLOW SET WITH SNORING NOISE CANCELLATION
DREAMWELL, LTD.	10506884	ADJUSTABLE FOUNDATION
DREAMWELL, LTD.	10639221	ADJUSTABLE FOUNDATION AND MATTRESS ASSEMBLY
DREAMWELL, LTD.	10182662	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
DREAMWELL, LTD.	10517407	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
Tuft & Needle, LLC	D866234	BED FRAME

PATENT APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/003957	COIL STRING STAGING AREA APPARATUS AND METHOD
DREAMWELL, LTD.	15/904817	MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS
DREAMWELL, LTD.	15/608038	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/683854	MATTRESS FOUNDATION AND PROCESS OF MANUFACTURE
DREAMWELL, LTD.	15/690368	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	PCT/US2018/056495	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	PCT/US2019/012620	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS

REGISTERED OWNER	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/864404	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/972281	MATTRESS ASSEMBLIES INCLUDING A HYBRID POSTURE SUPPORT SYSTEM
DREAMWELL, LTD.	PCT/US2019/033682	MONITORING METHODS AND CUSHIONING STRUCTURES
DREAMWELL, LTD.	16/420586	MONITORING METHODS AND CUSHIONING STRUCTURES
Serta Simmons Bedding, LLC	15/679221	THREE DIMENSIONAL POLYLACTIDE FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679265	PRE-CONDITIONED THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679322	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
Serta Simmons Bedding, LLC	15/679400	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
NONE		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
NONE		