

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788748

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Super-Priority Term Loan Intellectual Property Security Agreement Supplement
RESUBMIT DOCUMENT ID:	900740133

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dreamwell, Ltd.		12/23/2022	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	600 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88207485	BEAUTYREST
Serial Number:	88037479	BEAUTYREST
Serial Number:	88207479	BEAUTYSLEEP
Serial Number:	88181474	CLIMATERIGHT SURFACE
Serial Number:	88086971	SILKAIR
Serial Number:	88530856	SIMM NS
Serial Number:	88207472	SIMMONS
Serial Number:	97556590	BEYOND
Serial Number:	90667935	ENDUROTECH
Serial Number:	88721936	BEAUTYREST HARMONY
Serial Number:	88721945	BEAUTYREST HARMONY LUX

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

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

DATE SIGNED: 02/22/2023

Total Attachments: 7

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SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 23, 2022 (this “IP Security Agreement Supplement”), by Dreamwell, Ltd., a Nevada limited liability company, Serta Simmons Bedding, LLC, a Delaware limited liability company, and Tuft & Needle, LLC, a Delaware limited liability company (each, a “Grantor”) in favor of UBS AG, Stamford Branch (“UBS”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made 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 the Grantors and the other grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Top Borrower (as defined in the Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Super-Priority Term Loan Agreement”), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (formerly known as Simmons Bedding Company, “SSB Manufacturing”), as borrowers, the Lenders from time to time party thereto (the “Lenders”), UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement and Section 4.03(c) of the Security Agreement, the Grantors, the other grantors party thereto and the Administrative Agent have entered into that certain Super-Priority Term Loan Intellectual Property Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time). Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. 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.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement Supplement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

DREAMWELL, LTD.

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

SERTA SIMMONS BEDDING, LLC

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


TUFT & NEEDLE, LLC

By: 
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 <i>Beautyrest</i>	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.
SIMM NS SIMMONS	88530856 7/23/2019	6569831 11/23/2021	Registered	Dreamwell, Ltd.
SIMMONS	88207472 11/27/2018	6273292 2/16/2021	Registered	Dreamwell, Ltd.
BEYOND BEYOND	97556590 19-AUG-2022	---	Pending	Dreamwell, Ltd.
ENDUROTECH ENDUROTECH	90667935 23-APR-2021	6699395 12-APR-2022	Registered	Dreamwell, Ltd.
BEAUTYREST HARMONY BEAUTYREST HARMONY	88721936 10-DEC-2019	6373891 01-JUN-2021	Registered	Dreamwell, Ltd.
BEAUTYREST HARMONY LUX 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	D882464 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.