

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821956

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest
RESUBMIT DOCUMENT ID:	900779971

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		05/16/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Textile Company, Incorporated
Street Address:	10 North Linden Street
City:	Duquesne
State/Country:	PENNSYLVANIA
Postal Code:	15110
Entity Type:	Corporation: PENNSYLVANIA
Name:	American Textile Company, Incorporated
Street Address:	10 North Linden Street
City:	Duquesne
State/Country:	PENNSYLVANIA
Postal Code:	15110
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2080165	ALLEREASE
Registration Number:	4377380	ALLEREASE SELECT
Registration Number:	3667551	ALLER-EASE THE ALLERGY EXPERTS
Registration Number:	3275969	ALLERGY DEFENSE
Registration Number:	3325230	ALLERGY DEFENSE
Registration Number:	3999077	ALLERGY ESSENTIALS BY ALLEREASE
Registration Number:	3066888	ALLERGY RELIEF
Registration Number:	2929937	AMERICAN TEXTILE COMPANY
Registration Number:	4384500	BEDDING ESSENTIALS
Registration Number:	4380598	BEDDING ESSENTIALS
Registration Number:	4276547	COOL & CLEAN
Registration Number:	3603696	DREAM TOUCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3644629	ETERNALLOFT
Registration Number:	3812202	FRESH DEFENSE
Registration Number:	4314556	HEALTHY NIGHTS
Registration Number:	4242314	HEALTHY NIGHTS
Registration Number:	4318669	INDULGENCE AT HOME
Registration Number:	2739563	SAY NO TO DUST MITES
Registration Number:	4289535	SIMPLY SOFT
Registration Number:	3775563	SLEEP PROFILE
Registration Number:	3608493	SNEEZE RELIEF
Registration Number:	3247961	SNEEZE RELIEF
Registration Number:	3801189	SOUND SCIENCE SOUND SLEEP

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0939
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/05/2023

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made effective as of the signature date below and granted by PNC BANK, NATIONAL ASSOCIATION (the "Administrative Agent"), as Administrative Agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of AMERICAN TEXTILE COMPANY, INCORPORATED, a Pennsylvania corporation, and AMERICAN TEXTILE COMPANY, INCORPORATED, a Delaware corporation (collectively, the "Pledgors"), and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of August 20, 2013 (the "Credit Agreement") by and among the Pledgors, the Administrative Agent, the Lenders, and the Guarantors who were parties thereto, the Pledgors executed and delivered to the Administrative Agent that certain "Patent, Trademark and Copyright Security Agreement" also dated as of August 20, 2013, by and among the Pledgors and the Administrative Agent (the "IP Security Agreement"), and certain other security agreements related to the IP Collateral (as defined below) in connection with the Credit Agreement (collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Pledgor in, to and under the IP Collateral;

WHEREAS, the IP Security Agreement was recorded on August 21, 2013, with the United States Patent and Trademark Office, at Reel 005095, Frame 0236; and

WHEREAS, the Pledgors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Pledgors of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements, in any and all right, title and interest of the Pledgors, and reassigns to the Pledgors any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including but not limited to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Pledgors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

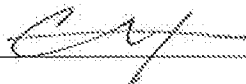
(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Administrative Agent agrees, at the Pledgors' expense, to take all further actions, and to provide to the Pledgors and their successors, assigns and legal representatives, all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent

Signature: 



Printed Name: CHRISTOPHER HEINEN


Title: VICE PRESIDENT

Date: 5/16/2023

SCHEDULE 1 - TRADEMARKS

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date
United States	ALLEREASE	2,080,165	July 15, 1997
United States	ALLEREASE SELECT	4,377,380	July 30, 2013
United States	ALLER-EASE THE ALLERGY EXPERTS	3,667,551	August 11, 2009
United States	ALLERGY DEFENSE	3,275,969	August 7, 2007
United States	ALLERGY DEFENSE	3,325,230	October 30, 2007
United States	ALLERGY ESSENTIALS BY ALLEREASE	3,999,077	July 19, 2011
United States	ALLERGY RELIEF	3,066,888	March 7, 2006
United States	AMERICAN TEXTILE COMPANY	2,929,937	March 8, 2005
United States	BEDDING ESSENTIALS and Design <u>BEDDING ESSENTIALS</u>	4,384,500	August 13, 2013
United States	BEDDING ESSENTIALS and Design <u>BEDDING ESSENTIALS</u>	4,380,598	August 6, 2013

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date
United States	COOL & CLEAN	4,276,547	January 15, 2013
United States	DREAM TOUCH	3,603,696	April 7, 2009
United States	ETERNALOFT	3,644,629	June 23, 2009
United States	FRESH DEFENSE	3,812,202	June 29, 2010
United States	HEALTHY NIGHTS and Design 	4,314,556	April 2, 2013
United States	HEALTHY NIGHTS and Design 	4,242,314	November 13, 2012
United States	INDULGENCE AT HOME	4,318,669	April 9, 2013
United States	SAY NO TO DUST MITES	2,739,563	July 22, 2003

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date
			
United States	SIMPLY SOFT	4,289,535	February 12, 2013
United States	SLEEP PROFILE	3,775,563	April 13, 2010
United States	SNEEZE RELIEF	3,608,493	April 21, 2009
United States	SNEEZE RELIEF	3,247,961	May 29, 2007
United States	SOUND SCIENCE SOUND SLEEP	3,801,189	June 8, 2010