

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as administrative agent		06/29/2023	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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87249484	BEAUTYREST	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<i>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.</i>			
Phone:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	Richard Riles		
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:	R. Riles - 40416.0005		
NAME OF SUBMITTER:	Richard Riles		
SIGNATURE:	/Richard Riles/		
DATE SIGNED:	06/30/2023		
Total Attachments: 5			
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RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of June 29, 2023 (this “Release”), is made by UBS AG, Stamford Branch, as administrative agent and collateral agent for the Secured Parties under the First Lien Pledge and Security Agreement referred to below (in such capacities, the “Administrative Agent”), in favor of Dreamwell, Ltd., a Nevada limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement referred to below (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor and the Administrative Agent, the Grantor executed and delivered that certain First Lien Term Loan Intellectual Property Security Agreement Supplement, dated as of May 31, 2017 (the “Intellectual Property Security Agreement”), which was recorded with:

- (i) the U.S. Patent and Trademark Office (“USPTO”) on June 1, 2017 at Reel/Frame 6074/0934 with respect to trademarks owned by the Grantor; and
- (ii) the USPTO on June 1, 2017 at Reel/Frame 042665/0101 with respect to patents owned by the Grantor.

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Grantor pledged, collaterally assigned, mortgaged, transferred, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in (the “Security Interest”) all of such Grantor’s right, title or interest in and to the IP Collateral, including, without limitation, the Trademarks listed on Schedule I hereto, the Patents listed on Schedule II hereto, and the Copyrights listed on Schedule III hereto; and

WHEREAS, the Grantor has requested that the Administrative Agent terminate and release the Security Interest in the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Intellectual Property Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the IP Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the IP Collateral of such Grantor, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

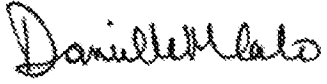
The Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the IP Collateral of such Grantor), is hereby authorized to record this Release in the USPTO and the USCO, as applicable.


[Signature Page Follows]

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
None		

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
DREAMWELL, LTD.	87/249484	BEAUTYREST

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
None		

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
DREAMWELL, LTD.	15/352793	MATTRESS WITH FLEXIBLE PRESSURE SENSOR
DREAMWELL, LTD.	15/379545	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS

SCHEDULE III

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
None		

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
None		