

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, Stamford Branch, as administrative agent		06/29/2023	BANKING CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tuft & Needle, LLC		
<b>Street Address:</b>	2451 Industry Avenue		
<b>City:</b>	Doraville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30360		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5490964	& FRAME	
<b>Registration Number:</b>	5316489	& SHEETS	
<b>Registration Number:</b>	5305851	& PILLOW	
<b>Registration Number:</b>	5436262	& POUCH	
<b>Registration Number:</b>	5394117	TUFT & NEEDLE & PILLOW	
<b>Registration Number:</b>	5247908	TN.COM	
<b>Registration Number:</b>	5173090	SNOOZEDUES	
<b>Registration Number:</b>	5443885	MATTRESS STORES ARE GREEDY	
<b>Registration Number:</b>	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN	
<b>Registration Number:</b>	4964252	TUFT & NEEDLE	
<b>Registration Number:</b>	5083389	TN	
<b>Registration Number:</b>	5143379	WAKE UP BETTER	
<b>Registration Number:</b>	5115227	T&N ADAPTIVE	
<b>Registration Number:</b>	5233659	T&N	
<b>Registration Number:</b>	5242547	TUFT & NEEDLE	
<b>Registration Number:</b>	5229256	&	
<b>Registration Number:</b>	4836760	T&N	
<b>Registration Number:</b>	4836761	TUFT & NEEDLE	

CH \$640.00 5490964

Property Type	Number	Word Mark
Registration Number:	5595965	TUFT & NEEDLE
Registration Number:	4616761	TUFT & NEEDLE
Registration Number:	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Registration Number:	5267021	TUFT & NEEDLE
Serial Number:	87740540	MINT
Serial Number:	86601194	TUFT & NEEDLE
Serial Number:	86601200	T&N

**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:** Richard Riles

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 200 Crescent Court, Suite 300

**Address Line 4:** Dallas, TEXAS 75201-6950

<b>ATTORNEY DOCKET NUMBER:</b>	R. Riles - 40416.0005
<b>NAME OF SUBMITTER:</b>	Richard Riles
<b>SIGNATURE:</b>	/Richard Riles/
<b>DATE SIGNED:</b>	06/30/2023

**Total Attachments: 6**

- source=SSB - First Lien - IP Release (2018 November) [Executed]#page1.tif
- source=SSB - First Lien - IP Release (2018 November) [Executed]#page2.tif
- source=SSB - First Lien - IP Release (2018 November) [Executed]#page3.tif
- source=SSB - First Lien - IP Release (2018 November) [Executed]#page4.tif
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- source=SSB - First Lien - IP Release (2018 November) [Executed]#page6.tif

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 Tuft & Needle, LLC, a Delaware 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 November 30, 2018 (the “Intellectual Property Security Agreement”), which was recorded with:

- (i) the U.S. Patent and Trademark Office (“USPTO”) on April 4, 2019 at Reel/Frame 6609/0013 with respect to trademarks owned by the Grantor; and
- (ii) the USPTO on April 4, 2019 at Reel/Frame 048791/0858 with respect to patents owned by the Grantor; and
- (iii) the United States Copyright Office on April 5, 2019 at V9968, D728 with respect to copyrights 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.

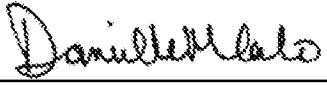
The Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the IP Collateral of such Grantor), is hereby authorized to record this Release in the USPTO and the USCO, as applicable.

*[Signature Page Follows]*

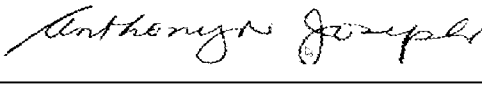
IN WITNESS WHEREOF, Administrative Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By 

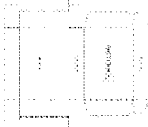

Name: Danielle Calo  
Title: Associate Director

By 

Name: Anthony Joseph  
Title: Associate Director

**SCHEDULE I**

TRADEMARK REGISTRATIONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5490964	& FRAME
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5316489	& SHEETS
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5305851	& PILLOW
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5436262	& POUCH
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5394117	TUFT & NEEDLE & PILLOW 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5247908	TN.COM
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5173090	SNOOZEDUES
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5443885	MATTRESS STORES ARE GREEDY
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4964252	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5083389	TN
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5143379	WAKE UP BETTER
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5115227	T&N ADAPTIVE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5233659	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5242547	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5229256	& 
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836760	T&N
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4836761	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5595965	TUFT & NEEDLE

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	4616761	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	5267021	TUFT & NEEDLE

TRADEMARK APPLICATIONS

<b>APPLICANT</b>	<b>SERIAL NUMBER</b>	<b>TRADEMARK</b>
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	87740540	MINT
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601194	TUFT & NEEDLE
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	86601200	T&N

**SCHEDULE II**

PATENTS

<b>REGISTERED OWNER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
None		

PATENT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	15/891,887	Flame Retardant Cover
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/615,899	Bed Frame
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	16/037,833	Mattress Carrier
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29/657,664	
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	29,671,031	

**SCHEDULE III**

COPYRIGHT REGISTRATIONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002016570	5 Reasons Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002012578	Classic Bed Photo
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002015462	Compatible Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013178	Death of the Salesman Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004481	Making of a Mattress: Design Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282833	Our Story Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VA0002013163	Setup Diagram
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	VAu001254454	Social Responsibility Artwork
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004406	T&N Adaptive Foam Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004408	Truth: Layers Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008282857	Truth Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	TX0008285606	Tuft & Needle Home Page
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004480	Wake up Better: Assembly Video
Tuft & Needle, LLC as successor by merger to Fosbrooke, Inc.	PA0002004483	We Are Fixers: Online Video

COPYRIGHT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
None		