

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380903

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900360581

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tempur-Pedic Management, LLC		04/06/2016	Limited Liability Company: DELAWARE
Sealy Technology LLC		04/06/2016	Limited Liability Company: NORTH CAROLINA
Tempur-Pedic North America, LLC		04/06/2016	Limited Liability Company: DELAWARE
Tempur World, LLC		04/06/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn Street LS2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 149

Property Type	Number	Word Mark
Registration Number:	3190275	THE ORIGINAL
Registration Number:	3152176	MY TEMPUR-PEDIC TEDDY BEAR
Registration Number:	2452364	SWEDISH SLEEP SYSTEM
Registration Number:	3437705	TEMPUR-TEX
Registration Number:	3238985	SOLUTIONS FOR COMFORT, PRESSURE, AND PAI
Registration Number:	3759345	THE TRAVELPILLOW BY TEMPUR-PEDIC
Registration Number:	4467675	ACTIVEFLEX
Registration Number:	4534361	ALOFT QUILT
Registration Number:	4283592	ALWAYS DREAM
Registration Number:	4538786	APEX
Registration Number:	3442349	BABY DYNASTY
Registration Number:	0688300	BABY POSTUREPEDIC
Registration Number:	0642347	BACK SAVER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0435867	BEDDY BYE
Registration Number:	0688757	
Registration Number:	4339361	CARESSFLEX FOAM
Registration Number:	4472233	CLASSIC DS
Registration Number:	1817452	COMFORT SERIES
Registration Number:	4404031	COOLS YOU DOWN WHEN THINGS GET HOT
Registration Number:	1845626	CUSHION FIRM
Registration Number:	2319967	DURAFIBER
Registration Number:	0723310	DYNASTY
Registration Number:	3932177	EMBODY
Registration Number:	4136045	
Registration Number:	2175533	EVEREDGE
Registration Number:	4101163	FLAMEGUARD
Registration Number:	2739033	FLAWLESS FOAM ENCASEMENT
Registration Number:	4844707	
Registration Number:	4437459	FOREVERFLEX
Registration Number:	4339416	G. S. STEARNS
Registration Number:	3958060	GOLDEN ELEGANCE
Registration Number:	3706582	HARBOR COLLECTION
Registration Number:	0372691	HEALTH-FLEX
Registration Number:	0727707	HUMIDGUARD
Registration Number:	4067169	IN BED
Registration Number:	4471282	INDULGE QUILT
Registration Number:	3912880	INFINILUX
Registration Number:	4074271	INSIGHTFUL
Registration Number:	3703461	INTELLICOIL
Registration Number:	4074272	INTROSPECTION
Registration Number:	4182166	LEAVE THE REST TO US
Registration Number:	4168801	LIFTRIGHT
Registration Number:	4227133	LUX ESTATE
Registration Number:	0840464	MARVELUX
Registration Number:	3971744	MEMORY WORKS
Registration Number:	2357623	MY FIRST POSTUREPEDIC
Registration Number:	3692575	NATURAL REST
Registration Number:	4306290	OPTICOOOL
Registration Number:	4250262	OPTIGEL
Registration Number:	4448303	OPTIMUM
Registration Number:	4385070	O P T I M U M SEALY POSTUREPEDIC

Property Type	Number	Word Mark
Registration Number:	4472234	OPTIPRO
Registration Number:	4310099	OPTISENSE
Registration Number:	3564125	ORTHOZONE
Registration Number:	2605648	PALATIAL CREST
Registration Number:	1433934	POSTURE PREMIER
Registration Number:	2953347	POSTUREPEDIC
Registration Number:	3295118	POSTUREPEDIC
Registration Number:	2272969	POSTUREPEDIC
Registration Number:	0619058	POSTUREPEDIC
Registration Number:	1554714	POSTUREPEDIC ELITE
Registration Number:	0866831	POSTURE-REST
Registration Number:	2153832	POSTURESTEEL
Registration Number:	1646039	POSTURETECH
Registration Number:	4139608	PRO BACK
Registration Number:	2656649	REFLEXION
Registration Number:	2308391	RESILIUM
Registration Number:	4330987	FOUNDED S&F 1846
Registration Number:	1329627	S&F FOUNDED 1846
Registration Number:	2953348	SEALY
Registration Number:	1733089	SEALY
Registration Number:	2271114	SEALY
Registration Number:	4481852	SEALY
Registration Number:	3299334	SEALY
Registration Number:	0677335	SEALY
Registration Number:	1189347	SEALY
Registration Number:	3299332	SEALY
Registration Number:	3059463	SEALY BABY ULTRA CLASSIC
Registration Number:	4186856	SEALY BABY ULTRA REST
Registration Number:	3042570	SEALY CLASSIC SLEEP
Registration Number:	4254025	SEALY KIDS WE SUPPORT YOUR FUTURE
Registration Number:	3999816	SEALY PILLOWFRESH
Registration Number:	2272967	SEALY POSTUREPEDIC
Registration Number:	4688812	SEALY POSTUREPEDIC HYBRID
Registration Number:	0737897	SEALYFOAM
Registration Number:	4098529	SF
Registration Number:	3463843	SILVER DREAM
Registration Number:	4218665	SITRIGHT
Registration Number:	2540951	SLEEPING ON A SEALY IS LIKE SLEEPING ON

Property Type	Number	Word Mark
Registration Number:	4434098	SOLIDEDGE
Registration Number:	3149345	STEARNS & FOSTER
Registration Number:	0981071	STEARNS & FOSTER
Registration Number:	4301316	STEARNS & FOSTER
Registration Number:	3763245	STEARNS & FOSTER ESTATE
Registration Number:	3977298	STEARNS & FOSTER GIFT OF SLEEP
Registration Number:	4298670	THE MOST SUPPORTIVE MATTRESS FOR ALL YOU
Registration Number:	4165425	TITANIUM DSX
Registration Number:	4165424	TITANIUM SS
Registration Number:	0678880	TRU-LOK
Registration Number:	4656578	ULTRACORE
Registration Number:	4478966	ULTRASENSE
Registration Number:	1734158	UNIVERSITY OF SLEEP
Registration Number:	3711599	VARIABLE RESPONSE TECHNOLOGY
Registration Number:	3711598	VRT
Registration Number:	2175740	WE SUPPORT THE BACKBONE OF AMERICA
Registration Number:	3987297	WHATEVER YOU DO IN BED, SEALY SUPPORTS I
Registration Number:	3691263	ADVANT-EDGE
Registration Number:	3024611	DREAMENCASED EDGE
Registration Number:	0766372	DURA-GARD
Registration Number:	1887925	EDGEGUARD
Registration Number:	1929900	FIBERLUX
Registration Number:	3024333	FIBERLUX
Registration Number:	3684115	FOR THE REST OF US
Registration Number:	3686904	IF YOU CAN'T GET 8, GET A BETTER 6
Registration Number:	0583913	POSTURE-FOAM
Registration Number:	1909307	POSTUREMATIC
Registration Number:	1229861	POSTUREMATIC
Registration Number:	1907862	POSTUREPEDIC SUPPORT ONLY FROM SEALY
Registration Number:	3706581	SALON SERIES
Registration Number:	3038341	SEALY BABY PRESTIGE SLEEP
Registration Number:	1274352	SEALY FLAME GUARD PROTECTIVE BARRIER
Registration Number:	1855203	SENSE & RESPOND
Registration Number:	1893628	SENSORY ARM
Registration Number:	3719372	SMART LATEX
Registration Number:	1903580	TRIFIRM POSTURE TOP
Registration Number:	1924647	ULTRASTEEL
Registration Number:	4882183	SMARTCLIMATE

Property Type	Number	Word Mark
Registration Number:	4741847	EASYREFRESH
Serial Number:	86807691	ADVANT-EDGE
Serial Number:	86610889	
Serial Number:	77827870	
Serial Number:	86845285	EASE
Serial Number:	86297546	HYBRID
Serial Number:	86599945	IDEAL TEMP
Serial Number:	86507739	IDEAL TEMP
Serial Number:	86507727	IDEAL TEMP
Serial Number:	85132142	
Serial Number:	86858293	OPTICORE
Serial Number:	86382964	
Serial Number:	86382968	
Serial Number:	86382966	
Serial Number:	86366338	
Serial Number:	86366346	
Serial Number:	86373427	
Serial Number:	86366354	
Serial Number:	86186139	ELECTRIC PLANET MUSIC FESTIVAL
Serial Number:	86768922	EASYREFRESH
Registration Number:	3049692	CHANGING THE WAY THE WORLD SLEEPS!
Registration Number:	3245300	S&F FOUNDED 1846

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F162295
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	04/18/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Section 9 of the Credit Agreement (as hereinafter defined) or otherwise, the “**Administrative Agent**”) for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Tempur Sealy International, Inc. (the “**Parent Borrower**”), the Additional Borrowers (as defined therein), the Lenders (as defined therein) and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 6, 2016 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”) to, among other things, secure the obligations of the Grantors under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Guarantee and Collateral Agreement) of the Grantor to the Administrative Agent for the ratable benefit of the holders of the Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the holders of the Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor’s Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue

for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the “**Trademark Collateral**”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Guarantee and Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TEMPUR-PEDIC MANAGEMENT, LLC

By: 

Name: James Schockett

Title: Vice President, Treasurer and
Assistant Secretary

SEALY TECHNOLOGY LLC

By: 

Name: James Schockett

Title: Vice President, Treasurer and
Assistant Secretary

TEMPUR-PEDIC NORTH AMERICA, LLC

By: 

Name: James Schockett

Title: Vice President, Treasurer and
Assistant Secretary

TEMPUR WORLD, LLC

By: 

Name: James Schockett


Title: Vice President, Treasurer and
Assistant Secretary

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005767 FRAME: 0360

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Richard Barritt
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005767 FRAME: 0361

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
THE SIDEPILLOW BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,259,382	07/03/07
THE SOLUTION BED BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,325,826	10/30/07
THE RHAPSODYBED BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,319,861	10/23/07
THE BODYPILLOW BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,319,661	10/23/07
THE ORIGINALBED BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,331,263	11/06/07
MATTRESS OF THE STARS	Tempur-Pedic Management, LLC	3,130,507	08/15/06
THE ORIGINAL	Tempur-Pedic Management, LLC	3,190,275	12/26/06
MY TEMPUR-PEDIC TEDDY BEAR	Tempur-Pedic Management, LLC	3,152,176	10/03/06
SWEDISH SLEEP SYSTEM	Tempur-Pedic Management, LLC	2,452,364	05/22/01
TEMPUR-TEX	Tempur-Pedic Management, LLC	3,437,705	05/27/08
SOLUTIONS FOR COMFORT, PRESSURE, AND PAIN MANAGEMENT	Tempur-Pedic Management, LLC	3,238,985	05/08/07
THE TRAVELPILLOW BY TEMPUR-PEDIC	Tempur-Pedic Management, LLC	3,759,345	03/09/10
CHANGING THE WAY THE WORLD SLEEPS!	Tempur-Pedic Management, LLC	3,049,692	01/24/06
ACTIVEFLEX	Sealy Technology LLC	4,467,675	01/14/2014
ALOFT QUILT	Sealy Technology LLC	4,534,361	05/20/2014
ALWAYS DREAM	Sealy Technology LLC	4,283,592	01/29/2013
APEX	Sealy Technology LLC	4,538,786	05/27/2014
BABY DYNASTY	Sealy Technology LLC	3,442,349	06/03/2008
BABY POSTUREPEDIC	Sealy Technology LLC	688,300	11/17/1959
BACK SAVER	Sealy Technology LLC	642,347	03/05/1957
BEDDY BYE (STYLIZED)	Sealy Technology LLC	435,867	01/13/1948
BUTTERFLY LOGO	Sealy Technology LLC	688,757	11/24/1959
CARESSFLEX FOAM	Sealy Technology LLC	4,339,361	05/21/2013
CLASSIC DS	Sealy Technology LLC	4,472,233	01/21/2014
COMFORT SERIES	Sealy Technology LLC	1,817,452	01/18/1994
COOLS YOU DOWN WHEN THINGS GET HOT	Sealy Technology LLC	4,404,031	09/17/2013
CUSHION FIRM	Sealy Technology LLC	1,845,626	07/19/1994

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
DURAFIBER	Sealy Technology LLC	2,319,967	02/22/2000
DYNASTY	Sealy Technology LLC	723,310	10/31/1961
EMBODY	Sealy Technology LLC	3,932,177	03/15/2011
EMBODY LOGO DESIGN	Sealy Technology LLC	4,136,045	05/01/2012
EVEREDGE	Sealy Technology LLC	2,175,533	07/21/1998
FLAMEGUARD	Sealy Technology LLC	4,101,163	02/21/2012
FLAWLESS FOAM ENCASEMENT	Sealy Technology LLC	2,739,033	07/15/2003
FLEUR DE LIS DESIGN	Sealy Technology LLC	4,844,707	11/03/2015
FOREVERFLEX	Sealy Technology LLC	4,437,459	11/19/2013
G. S. STEARNS	Sealy Technology LLC	4,339,416	05/21/2013
GOLDEN ELEGANCE	Sealy Technology LLC	3,958,060	05/10/2011
HARBOR COLLECTION	Sealy Technology LLC	3,706,582	11/03/2009
HEALTH FLEX (STYLIZED)	Sealy Technology LLC	372,691	11/07/1939
HUMIDGUARD	Sealy Technology LLC	727,707	02/20/1962
IN BED	Sealy Technology LLC	4,067,169	12/06/2011
INDULGE QUILT	Sealy Technology LLC	4,471,282	01/21/2014
INFINILUX	Sealy Technology LLC	3,912,880	02/01/2011
INSIGHTFUL	Sealy Technology LLC	4,074,271	12/20/2011
INTELLICOIL	Sealy Technology LLC	3,703,461	10/27/2009
INTROSPECTION	Sealy Technology LLC	4,074,272	12/20/2011
LEAVE THE REST TO US	Sealy Technology LLC	4182166	07/31/2012
LIFTRIGHT	Sealy Technology LLC	4,168,801	07/03/2012
LUX ESTATE	Sealy Technology LLC	4,227,133	10/16/2012
MARVELUX	Sealy Technology LLC	840,464	12/12/1967
MEMORY WORKS	Sealy Technology LLC	3,971,744	05/31/2011
MY FIRST POSTUREPEDIC	Sealy Technology LLC	2,357,623	06/13/2000
NATURAL REST	Sealy Technology LLC	3,692,575	10/06/2009
OPTICOOL	Sealy Technology LLC	4,306,290	03/19/2013
OPTIGEL	Sealy Technology LLC	4,250,262	11/27/2012
OPTIMUM	Sealy Technology LLC	4,448,303	12/10/2013
OPTIMUM SEALY POSTUREPEDIC & Design	Sealy Technology LLC	4,385,070	08/13/2013
OPTIPRO	Sealy Technology LLC	4,472,234	01/21/2014
OPTISENSE	Sealy Technology LLC	4,310,099	03/26/2013

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
ORTHOZONE	Sealy Technology LLC	3,564,125	01/20/2009
PALATIAL CREST	Sealy Technology LLC	2,605,648	08/06/2002
POSTURE PREMIER	Sealy Technology LLC	1,433,934	03/24/1987
POSTUREPEDIC	Sealy Technology LLC	2,953,347	05/17/2005
POSTUREPEDIC	Sealy Technology LLC	3,295,118	09/18/2007
POSTUREPEDIC	Sealy Technology LLC	2,272,969	08/24/1999
POSTUREPEDIC	Sealy Technology LLC	619,058	01/10/1956
POSTUREPEDIC ELITE	Sealy Technology LLC	1,554,714	09/05/1989
POSTURE REST (STYLIZED)	Sealy Technology LLC	866,831	03/18/1969
POSTURESTEEL	Sealy Technology LLC	2,153,832	04/28/1998
POSTURETECH	Sealy Technology LLC	1,646,039	05/28/1991
PRO BACK	Sealy Technology LLC	4,139,608	05/08/2012
REFLEXION	Sealy Technology LLC	2,656,649	12/03/2002
RESILIUM	Sealy Technology LLC	2,308,391	01/18/2000
S&F FOUNDED 1846 & DESIGN	Sealy Technology LLC Sealy Technology LLC	3,245,300 4,330,987	05/22/2007 05/07/2013
S&F LOGO	Sealy Technology LLC	1,329,627	04/09/1985
SEALY	Sealy Technology LLC Sealy Technology LLC Sealy Technology LLC Sealy Technology LLC	2,953,348 1,733,089 2,271,114 4,481,852	05/17/2005 11/17/1992 08/17/1999 02/11/2014
SEALY & DESIGN	Sealy Technology LLC	3,299,334	09/25/2007
SEALY & LOGO	Sealy Technology LLC Sealy Technology LLC	677,335 1,189,347	04/21/1959 02/09/1982
SEALY (BLOCK LETTERS)	Sealy Technology LLC	3,299,332	09/25/2007
SEALY BABY PRESTIGE SLEEP	Sealy Technology LLC	3,038,341	01/03/2006
SEALY BABY ULTRA CLASSIC	Sealy Technology LLC	3,059,463	02/14/2006
SEALY BABY ULTRA REST	Sealy Technology LLC	4,186,856	08/07/2012
SEALY CLASSIC SLEEP	Sealy Technology LLC	3,042,570	01/10/2006
SEALY KIDS WE SUPPORT YOUR FUTURE	Sealy Technology LLC	4,254,025	12/04/2012
SEALY PILLOWFRESH	Sealy Technology LLC	3,999,816	07/19/2011
SEALY POSTUREPEDIC	Sealy Technology LLC	2,272,967	08/24/1999
SEALY POSTUREPEDIC HYBRID	Sealy Technology LLC	4,688,812	02/17/2015
SEALYFOAM	Sealy Technology LLC	737,897	09/18/1962

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
SF (Stylized and Design)	Sealy Technology LLC	4,098,529	02/14/2012
SILVER DREAM	Sealy Technology LLC	3,463,843	07/08/2008
SITRIGHT	Sealy Technology LLC	4,218,665	10/02/2012
SLEEPING ON A SEALY IS LIKE SLEEPING ON A CLOUD	Sealy Technology LLC	2,540,951	02/19/2002
SOLIDEDGE	Sealy Technology LLC	4,434,098	11/12/2013
STEARNS & FOSTER	Sealy Technology LLC Sealy Technology LLC Sealy Technology LLC	3,149,345 981,071 4,301,316	09/26/2006 03/26/1974 03/12/2013
STEARNS & FOSTER ESTATE	Sealy Technology LLC	3,763,245	03/23/2010
STEARNS & FOSTER GIFT OF SLEEP	Sealy Technology LLC	3,977,298	06/14/2011
THE MOST SUPPORTIVE MATTRESS FOR ALL YOU DO IN BED	Sealy Technology LLC	4,298,670	03/05/2013
TITANIUM DSX	Sealy Technology LLC	4,165,425	06/26/2012
TITANIUM SS	Sealy Technology LLC	4,165,424	06/26/2012
TRU-LOK	Sealy Technology LLC	678,880	05/19/1959
ULTRACORE	Sealy Technology LLC	4,656,578	12/16/2014
ULTRASENSE	Sealy Technology LLC	4,478,966	02/04/2014
UNIVERSITY OF SLEEP	Sealy Technology LLC	1,734,158	11/17/1992
VARIABLE RESPONSE TECHNOLOGY	Sealy Technology LLC	3,711,599	11/11/2009
VRT	Sealy Technology LLC	3,711,598	11/17/2009
WE SUPPORT THE BACKBONE OF AMERICA	Sealy Technology LLC	2,175,740	07/21/1998
WHATEVER YOU DO IN BED, SEALY SUPPORTS IT	Sealy Technology LLC	3,987,297	06/28/2011
ADVANT-EDGE	Sealy Technology LLC	3,691,263	10/06/2009
DREAMENCASED EDGE	Sealy Technology LLC	3,024,611	12/06/2005
DURA-GARD	Sealy Technology LLC	766,372	03/10/1964
EDGEGUARD	Sealy Technology LLC	1,887,925	04/04/1995
FIBERLUX	Sealy Technology LLC	1,929,900	10/24/1995
FIBERLUX	Sealy Technology LLC	3,024,333	12/06/2005
FOR THE REST OF US	Sealy Technology LLC	3,684,115	09/15/2009
IF YOU CAN'T GET 8, GET A BETTER 6	Sealy Technology LLC	3,686,904	09/22/2009
POSTURE-FOAM	Sealy Technology LLC	583,913	12/22/1953
POSTUREMATIC	Sealy Technology LLC	1,909,307	08/01/1995

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
POSTUREMATIC	Sealy Technology LLC	1,229,861	03/08/1983
POSTUREPEDIC	Sealy Technology LLC	2,272,969	08/24/1999
POSTUREPEDIC SUPPORT ONLY FROM SEALY	Sealy Technology LLC	1,907,862	07/25/1995
SALON SERIES	Sealy Technology LLC	3,706,581	11/03/2009
SEALY BABY PRESTIGE SLEEP	Sealy Technology LLC	3,038,341	01/03/2006
SEALY FLAME GUARD PROTECTIVE BARRIER	Sealy Technology LLC	1,274,352	04/17/1984
SENSE & RESPOND	Sealy Technology LLC	1,855,203	09/20,1994
SENSORY ARM	Sealy Technology LLC	1,893,628	05/09/1995
SMART LATEX	Sealy Technology LLC	3,719,372	12/01/2009
TRIFIRM POSTURE TOP	Sealy Technology LLC	1,903,580	07/04/1995
ULTRASTEEL	Sealy Technology LLC	1,924,647	10/03/1995
SMARTCLIMATE	Tempur-Pedic North America, LLC	4,882,183	01/05/2016
EASYREFRESH	Tempur-Pedic North America, LLC	4,741,847	05/26/2015

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>
Sealy Technology LLC	ADVANT EDGE	86/807,691	11/03/2015
Tempur Pedic Management, LLC	BUBBLE Design	86/610,889	04/27/2015
Sealy Technology LLC	DESIGN (Pillow Top Mattress)	77/827,870	09/16/2009
Sealy Technology LLC	EASE	86/845,285	12/10/2015
Sealy Technology LLC	HYBRID	86/297,546	06/02/2014
Sealy Technology LLC	IDEAL TEMP	86/599,945	04/16/2015
Sealy Technology LLC	IDEAL TEMP & Design (B&W)	86/507,739	01/20/2015
Sealy Technology LLC	IDEAL TEMP & Design (color)	86/507,727	01/20/2015
Sealy Technology LLC	Mattress Design	85/132,142	09/17/2010

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>
Sealy Technology LLC	OPTICORE	86/858,293	12/28/2015
Tempur Pedic Management, LLC	OSLO CLOUD DESIGN	86/382,964	09/02/2014
Tempur Pedic Management, LLC	OSLO CONTOUR DESIGN	86/382,968	09/02/2014
Tempur Pedic Management, LLC	OSLO HONEYCOMB DESIGN	86/382,966	09/02/2014
Tempur Pedic Management, LLC	OSLO TRADE DRESS ZIPPER B&W	86/366,338	08/14/2014
Tempur Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Blue	86/366,346	08/14/2014
Tempur Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Green	86/373,427	08/21/2014
Tempur Pedic Management, LLC	OSLO TRADE DRESS ZIPPER Orange	86/366,354	08/14/2014
Tempur Pedic Management, LLC	ERGOLIFE	86/186,139	02/6/2014
Tempur-Pedic North America, LLC	EASYREFRESH	86/768,922	09/25/2015