

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FXI, INC.		11/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	TWO MIDTOWN PLAZA, 1349 W. PEACHTREE STREET		
Internal Address:	SUITE 1050		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 93			
Property Type	Number	Word Mark	
Registration Number:	4704304	A DEGREE OF DIFFERENCE	
Registration Number:	959603	ACQUELL	
Registration Number:	3909263	ADAPTWO	
Registration Number:	2827617	AEROFONIC	
Registration Number:	4018298	AERUS	
Registration Number:	3944296	AERUS NATURAL	
Registration Number:	5201993	ALL SEASONS	
Serial Number:	87415571	AMBIAIRE	
Registration Number:	4704305	AMBIESSENCE	
Registration Number:	4090119	ANATOMIC GLOBAL	
Registration Number:	4298167	ANEW	
Registration Number:	2158721	AQUAZONE	
Registration Number:	4060144	AQUAZONE WIPE DRY	
Registration Number:	3991178	AQUAZONE WIPEDRY	
Registration Number:	4694029	BIOS	
Registration Number:	2059944	BLACK DIAMOND	
Registration Number:	3928929	BODYZONE	
Registration Number:	2902439	BODYZONE	

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Property Type	Number	Word Mark
Registration Number:	4366075	BREATHE BETTER
Serial Number:	87203256	CAPTOR
Registration Number:	4812028	CELLULEX
Registration Number:	4344253	CLIMATE FLOW
Registration Number:	1926941	CUSTOMFIT
Serial Number:	87415498	CYPRIMUM
Registration Number:	4756197	DREAM REST
Registration Number:	1456545	DRI-FAST
Serial Number:	87611992	DURABSORB
Registration Number:	3839659	ECOMEMORY FOAM
Registration Number:	3028433	ELECTRELL
Registration Number:	3115393	ELECTROCELL
Registration Number:	3280981	ENERGIA
Registration Number:	1360538	EVA-DRI
Registration Number:	3696658	FXI
Registration Number:	3696674	FXI
Registration Number:	3691171	FXI
Registration Number:	3840968	FXI
Registration Number:	1206771	GFI
Registration Number:	1206770	GFI
Serial Number:	87274862	GOOD FOR YOU. GOOD FOR THE GLOBE
Registration Number:	3838775	GREEN BLEND
Registration Number:	4359966	GUTTERCLEAR 365
Registration Number:	1570939	HYFONIC I
Registration Number:	3027215	LEAF DEFIER
Registration Number:	2063085	LUXURYBOND
Serial Number:	87140287	MAXPERM
Registration Number:	4415247	MEMGEL
Registration Number:	4851898	MEMGEL LITE
Registration Number:	4676418	MEMGEL SWIRL
Registration Number:	4731752	MEMORY LANE
Registration Number:	2577938	PASSION
Registration Number:	4075220	PEST DEFIER
Registration Number:	2738990	PILLOWFLEX
Registration Number:	1016884	PROTECTAIR
Registration Number:	5287586	PURELINE
Registration Number:	4013159	PURE7SERIES
Registration Number:	4404657	PUZZLE

Property Type	Number	Word Mark
Registration Number:	928907	PYRELL
Registration Number:	1394867	PYROCUSHION
Registration Number:	2539702	QUILTFLEX
Registration Number:	4049903	RAIN FILTER GREEN GUTTER FILTRATION
Registration Number:	2129337	REFLEX
Registration Number:	2849196	REFLEX
Registration Number:	2508035	REFLEX CORE
Registration Number:	2483503	REFLEX HR
Registration Number:	2795085	REFLEX MR
Registration Number:	3495856	REFLEX NATURAL
Registration Number:	2883248	REFLEX PLUS
Registration Number:	2887806	REFLEX PLUS
Registration Number:	2505496	REFLEX WRAP
Registration Number:	4401431	REJUVIGEL
Serial Number:	87122730	RESILILUX
Registration Number:	2626728	SENSUS
Registration Number:	2091360	SHAPING THINGS TO COME
Registration Number:	1151039	SIF
Registration Number:	1676775	SIF FELT
Registration Number:	4418896	SLEEP CREATIONS
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	2688809	SMOOTHBOND
Registration Number:	3274092	SMT
Serial Number:	87558983	SMT
Registration Number:	2595217	SPECTROSEAL
Registration Number:	2658043	SPECTROSEAL
Registration Number:	2478263	SPECTRUM
Registration Number:	2402718	SPELLTRAP
Registration Number:	3938025	SUNBURST
Registration Number:	3940952	SURE FORM
Registration Number:	3527991	SUREFILL
Registration Number:	5108207	TRIM CRAFT
Registration Number:	4589678	VALEO
Registration Number:	1022669	VELVE
Registration Number:	4187220	VENUS
Serial Number:	87192049	VEROCOMFORT
Registration Number:	3550675	WHISPEX

CORRESPONDENCE DATA**Fax Number:** 6508385109*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:** 650-838-3743**Email:** JLIK@SHEARMAN.COM**Correspondent Name:** MARC ELZWEIG**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR**Address Line 2:** SHEARMAN & STERLING LLP**Address Line 4:** MENLO PARK, CALIFORNIA 94025**ATTORNEY DOCKET NUMBER:** 38546/10**NAME OF SUBMITTER:** MARC ELZWEIG**SIGNATURE:** /MARC ELZWEIG/**DATE SIGNED:** 11/02/2017**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 2nd day of November, 2017, by **FXI, INC.**, a Delaware corporation having its principal place of business at Rose Tree Corporate Center II, 1400 North Providence Road, Suite 2000, Media, Pennsylvania 19063-2076 ("Company"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as collateral agent for the Note Secured Parties (as defined in the Indenture referred to below), having an office at Two Midtown Plaza, 1349 W. Peachtree Street, Suite 1050, Atlanta, Georgia 30309 (together with its successors in such capacity, "Agent").

Recitals:

Comfort Merger Sub, Inc., a Delaware corporation (the "Initial Issuer") has entered into that certain Indenture, dated as of November 2, 2017 (as at any time amended, restated, supplemented or otherwise modified, the "Indenture"), by and among, prior to the consummation of the Merger, the Initial Issuer, and, upon, from and after the consummation of the Merger, FXI Holdings, Inc., a Delaware corporation ("Holdings"), as the successor-by-merger to the Initial Issuer, and U.S. Bank National Association, as the collateral agent and the trustee, pursuant to which the Issuer has issued or will issue \$525,000,000 principal amount of 7.875% senior secured notes due 2024 (the "Notes"). Company, certain other subsidiaries of Holdings and Comfort Parent, Inc., a Delaware corporation (collectively, the "Guarantors"), have guaranteed the payment and performance of the Indenture Obligations in favor of the Note Secured Parties. In addition, the Issuer and the Guarantors are party to a Security Agreement dated as of the date hereof (the "Security Agreement") in favor of Agent pursuant to which Company is required to execute and deliver this Agreement.

The Note Secured Parties have required, as a condition to the agreement of the Holders to purchase the Notes, that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Security Agreement or in the Indenture, as the case may be.

2. To secure the prompt payment and performance of all of the Secured Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Note Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) the entire right, title and interest of Company in and to all trademarks, service marks, trade names, all registrations thereof and all applications filed in connection therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights corresponding thereto throughout the world, and (iv) the right to sue for past, present and future

infringements thereof (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing;

provided, that in no event shall the Trademark Collateral include any Excluded Property.

3. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interest granted to Agent pursuant to the Security Agreement and Company hereby acknowledges and affirms that the rights and remedies of Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. This Agreement shall continue in full force and effect until the Termination Date. In the event that any part of the Trademark Collateral is released in accordance with Section 11.04 of the Indenture, Agent shall take all actions as are reasonably requested by Company to effect such release, subject to and in accordance with Section 11.04 of the Indenture.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

6. To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

7. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to Agent pursuant to this Agreement and the other Indenture Documents and the exercise of any right or remedy by Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

8. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Company hereby waives notice of Agent's acceptance hereof. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Note Secured Party and upon the successors and permitted assigns of Company.

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

FXI, INC.




By: _____ 


Name: **R. Scott Spielvogel**

Title: **President**

EXHIBIT A
TRADEMARKS

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
A DEGREE OF DIFFERENCE	USA	Registered	85/842238	06-Feb-13	4704304	17-Mar-15	FXI, Inc.
ACQUELL	USA	Registered	72/409833	09-Dec-71	959603	29-May-73	FXI, Inc.
ADAPTWO	USA	Registered	77/945702	26-Feb-10	3909263	18-Jan-11	FXI, Inc.
AEROFONIC	USA	Registered	78/103881	21-Jan-02	2827617	30-Mar-04	FXI, Inc.
AERUS	USA	Registered	85/109040	17-Aug-10	4018298	30-Aug-11	FXI, Inc.
AERUS NATURAL	USA	Registered	85/119406	31-Aug-10	3944296	12-Apr-11	FXI, Inc.
ALL SEASONS (Supplemental Register)	USA	Registered	87/131609	09-Aug-16	5201993	9-May-17	FXI, Inc.
AMBIAIRE	USA	Pending	87415571	18-Apr-17			FXI, Inc.
AMBIESSENCE	USA	Registered	85/842270	06-Feb-13	4704305	17-Mar-15	FXI, Inc.
ANATOMIC GLOBAL and Design 	USA	Registered	85/289406	07-Apr-11	4090119	24-Jan-12	FXI, Inc.
ANEW	USA	Registered	85/679173	17-Jul-12	4298167	05-Mar-13	FXI, Inc.
AQUAZONE	USA	Registered	75/271956	09-Apr-97	2158721	19-May-98	FXI, Inc.
AQUAZONE WIPE DRY	USA	Registered	85/313403	05-May-11	4060144	22-Nov-11	FXI, Inc.
AQUAZONE WIPEDRY	USA	Registered	85/097886	02-Aug-10	3991178	05-Jul-11	FXI, Inc.
BIOS	USA	Registered	85/842246	06-Feb-13	4694029	3-Mar-15	FXI, Inc.
BLACK DIAMOND	USA	Registered	74/717878	21-Aug-95	2059944	06-May-97	FXI, Inc.
BODYZONE	USA	Registered	77/513157	02-Jul-08	3928929	08-Mar-11	FXI, Inc.
BODYZONE	USA	Registered	78/250881	16-May-03	2902439	09-Nov-04	FXI, Inc.
BREATHE BETTER	USA	Registered	85/737815	25-Sep-12	4366075	09-Jul-13	FXI, Inc.
CAPTOR	USA	Allowed	87/203256	14-Oct-16			FXI, Inc.
CELLULEX	USA	Registered	86/525864	06-Feb-15	4812028	15-Sep-15	FXI, Inc.
CLIMATE FLOW	USA	Registered	85/717953	31-Aug-12	4344253	28-May-13	FXI, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
CUSTOMFIT	USA	Registered	74/435271	14-Oct-93	1926941	17-Oct-95	FXI, Inc.
CYPRIMUM	USA	Pending	87/415498	18-Apr-17			FXI, Inc.
DREAM REST	USA	Registered	85/430123	23-Sep-11	4756197	16-Jun-15	FXI, Inc.
DRI-FAST	USA	Registered	73/643516	09-Feb-87	1456545	08-Sep-87	FXI, Inc.
DURABSORB	USA	Pending	87/611992	18-Sep-17			
ECOMEMORY FOAM and Design 	USA	Registered	77/345200	05-Dec-07	3839659	31-Aug-10	FXI, Inc.
ELECTRELL	USA	Registered	78/502217	19-Oct-04	3028433	13-Dec-05	FXI, Inc.
ELECTROCELL	USA	Registered	78/976778	19-Jul-04	3115393	11-Jul-06	FXI, Inc.
ENERGIA	USA	Registered	78/978468	02-Feb-06	3280981	14-Aug-07	FXI, Inc.
EVA-DRI	USA	Registered	73/492299	30-Jul-84	1360538	17-Sep-85	FXI, Inc.
FXI	USA	Registered	77/486516	29-May-08	3696658	13-Oct-09	FXI, Inc.
FXI	USA	Registered	77/492052	05-Jun-08	3696674	13-Oct-09	FXI, Inc.
FXI	USA	Registered	77/492066	05-Jun-08	3691171	06-Oct-09	FXI, Inc.
FXI (Stylized and/or with Design) 	USA	Registered	77/921600	27-Jan-10	3840968	31-Aug-10	FXI, Inc.
GFI	USA	Registered	73/163187	22-Mar-78	1206771	31-Aug-82	FXI, Inc.
GFI and DESIGN 	USA	Registered	73/161702	10-Mar-78	1206770	31-Aug-82	FXI, Inc.
GOOD FOR YOU. GOOD FOR THE GLOBE.	USA	Pending	87/274862	20-Dec-16			FXI, Inc.
GREEN BLEND	USA	Registered	77/704972	02-Apr-09	3838775	24-Aug-10	FXI, Inc.
GUTTERCLEAR 365	USA	Registered	85/596045	12-Apr-12	4359966	02-Jul-13	FXI, Inc.
HYFONIC I	USA	Registered	73/782430	23-Feb-89	1570939	12-Dec-89	FXI, Inc.
LEAF DEFIER	USA	Registered	78/424635	25-May-04	3027215	13-Dec-05	FXI, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
LUXURYBOND	USA	Registered	75/100815	08-May-96	2063085	20-May-97	FXI, Inc.
MAXPERM	USA	Pending	87/140,287	16-Aug-16			FXI, Inc.
MEMGEL	USA	Registered	85/350608	20-Jun-11	4415247	08-Oct-13	FXI, Inc.
MEMGEL LITE	USA	Registered	86/200,289	21-Feb-14	4851898	10-Nov-15	FXI, Inc.
MEMGEL SWIRL	USA	Registered	86/104683	29-Oct-13	4676418	20-Jan-15	FXI, Inc.
MEMORY LANE	USA	Registered	85/367561	11-Jul-11	4731752	5-May-15	FXI, Inc.
PASSION	USA	Registered	76/196206	18-Jan-01	2577938	11-Jun-02	FXI, Inc.
PEST DEFIER	USA	Registered	85/199398	16-Dec-10	4075220	20-Dec-11	FXI, Inc.
PILLOWFLEX	USA	Registered	78/071064	26-Jun-01	2738990	15-Jul-03	FXI, Inc.
PROTECTAIR	USA	Registered	73/029505	14-Aug-74	1016884	29-Jul-75	FXI, Inc.
PURELINE	USA	Pending	87/105,214	15-Jul-16	5287586	12-Sep-17	FXI, Inc.
PURE7SERIES	USA	Registered	77/909365	11-Jan-10	4013159	16-Aug-11	FXI, Inc.
PUZZLE	USA	Registered	85/737826	25-Sep-12	4404657	17-Sep-13	FXI, Inc.
PYRELL	USA	Registered	72/377943	04-Dec-70	0928907	15-Feb-72	FXI, Inc.
PYROCUSHION	USA	Registered	73/566532	04-Nov-85	1394867	27-May-86	FXI, Inc.
QUILTFLEX	USA	Registered	76/102090	02-Aug-00	2539702	19-Feb-02	FXI, Inc.
QYLITE	USA	Registered	76/157145	31-Oct-00	2703026	01-Apr-03	FXI, Inc.
RAIN FILTER GREEN GUTTER FILTRATION and Design 	USA	Registered	77/921277	27-Jan-10	4049903	01-Nov-11	FXI, Inc.
REFLEX	USA	Registered	75/020225	15-Nov-95	2129337	13-Jan-98	FXI, Inc.
REFLEX	USA	Registered	78/097514	10-Dec-01	2849196	01-Jun-04	FXI, Inc.
REFLEX CORE	USA	Registered	75/894449	12-Jan-00	2508035	13-Nov-01	FXI, Inc.
REFLEX HR	USA	Registered	75/827216	21-Oct-99	2483503	28-Aug-01	FXI, Inc.
REFLEX MR	USA	Registered	75/592788	20-Nov-98	2795085	16-Dec-03	FXI, Inc.
REFLEX NATURAL	USA	Registered	77/391465	07-Feb-08	3495856	02-Sep-08	FXI, Inc.
REFLEX PLUS	USA	Registered	78/229073	24-Mar-03	2883248	07-Sep-04	FXI, Inc.
REFLEX PLUS	USA	Registered	78/236728	11-Apr-03	2887806	21-Sep-04	FXI, Inc.
REFLEX WRAP	USA	Registered	75/920899	16-Feb-00	2505496	06-Nov-01	FXI, Inc.

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/Assignee
REJUVIGEL	USA	Registered	85/679166	17-Jul-12	4401431	10-Sep-13	FXI, Inc.
RESILILUX	USA	Pending	87/122730	01-Aug-16			FXI, Inc.
SENSUS	USA	Registered	78/067443	05-Jun-01	2626728	24-Sep-02	FXI, Inc.
SHAPING THINGS TO COME	USA	Registered	75/178255	07-Oct-96	2091360	26-Aug-97	FXI, Inc.
SIF	USA	Registered	73/222902	11-Jul-79	1151039	14-Apr-81	FXI, Inc.
SIF FELT	USA	Registered	74/053250	26-Apr-90	1676775	25-Feb-92	FXI, Inc.
SLEEP CREATIONS	USA	Registered	85/104044	10-Aug-10	4418896	15-Oct-13	FXI, Inc.
SLEEP SOLUTIONS	USA	Registered	78/272462	10-Jul-03	2924366	01-Feb-05	FXI, Inc.
SMOOTHBOND	USA	Registered	78/125184	30-Apr-02	2688809	18-Feb-03	FXI, Inc.
SMT	USA	Registered	77/071316	26-Dec-06	3274092	07-Aug-07	FXI, Inc.
SMT	USA	Pending	87/558983	7-Aug-17			FXI, Inc.
SPECTROSEAL	USA	Registered	75/929997	07-Feb-00	2595217	16-Jul-02	FXI, Inc.
SPECTROSEAL	USA	Registered	76/172528	29-Nov-00	2658043	10-Dec-02	FXI, Inc.
SPECTRUM	USA	Registered	75/207909	04-Dec-96	2478263	14-Aug-01	FXI, Inc.
SPELLTRAP	USA	Registered	75/606710	16-Dec-98	2402718	07-Nov-00	FXI, Inc.
SUNBURST	USA	Registered	85/103144	09-Aug-10	3938025	29-Mar-11	FXI, Inc.
SURE FORM	USA	Registered	85/137386	24-Sep-10	3940952	05-Apr-11	FXI, Inc.
SUREFILL	USA	Registered	77/023087	17-Oct-06	3527991	04-Nov-08	FXI, Inc.
TRIM CRAFT	USA	Registered	86/963,592	04-Apr-16	5108207	27-Dec-16	FXI, Inc.
VALEO	USA	Registered	85/918441	30-Apr-13	4589678	19-Aug-14	FXI, Inc.
VELVE	USA	Registered	73/046343	10-Mar-75	1022669	14-Oct-75	FXI, Inc.
VENUS	USA	Registered	78/805179	02-Feb-06	4187220	07-Aug-12	FXI, Inc.
VEROCOMFORT	USA	Pending	87/192049	04-Oct-16			FXI, Inc.
WHISPEX	USA	Registered	77/048496	21-Nov-06	3550675	23-Dec-08	FXI, Inc.