

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Super-Priority Term Loan Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dreamwell, LTD.		06/22/2020	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Administrative Agent		
<b>Street Address:</b>	600 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 133</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5019345	SURFACECOOL	
<b>Registration Number:</b>	5019333	NXG	
<b>Registration Number:</b>	4941404	BEAUTYREST 3D	
<b>Registration Number:</b>	5038097	S SIMMONS	
<b>Registration Number:</b>	4871678	YOURFORM	
<b>Registration Number:</b>	4725071	SIMMONS	
<b>Registration Number:</b>	4813739	BEAUTYSLEEP	
<b>Registration Number:</b>	4721382	BEAUTYREST	
<b>Registration Number:</b>	4721248	COMFORPEDIC IQ	
<b>Registration Number:</b>	4721223	RENEW	
<b>Registration Number:</b>	4650294	BEAUTYREST	
<b>Registration Number:</b>	4633733	DREAM IN BLACK	
<b>Registration Number:</b>	4566776	SLEEP CLIMATE	
<b>Registration Number:</b>	4558611	BEAUTYFOAM	
<b>Registration Number:</b>	4589496	CROSSOVER	
<b>Registration Number:</b>	4589443	ALLOY	
<b>Registration Number:</b>	4569087	MERIDIAN	
<b>Registration Number:</b>	4569053	SURI	
<b>Registration Number:</b>	4580913	GIA	
<b>TRADEMARK</b>			

OP \$3340.00 5019345

Property Type	Number	Word Mark
Registration Number:	4580914	CANDACE
Registration Number:	4580915	MCKENNA
Registration Number:	4569054	PHOEBE
Registration Number:	4580916	ARIANNA
Registration Number:	4305102	NUFLEX
Registration Number:	4735628	RECHARGE
Registration Number:	4339588	S SIMMONS
Registration Number:	4339589	BEAUTYREST
Registration Number:	4277101	COMFORPEDIC
Registration Number:	4433044	GELTOUCH
Registration Number:	4151768	RECHARGE
Registration Number:	4155720	AIRCOOL
Registration Number:	4129530	SMART RESPONSE
Registration Number:	4003288	BEAUTYREST
Registration Number:	4003287	BEAUTYREST
Registration Number:	4003289	S SIMMONS
Registration Number:	4292646	BEAUTYREST ELEMENTS
Registration Number:	3727951	DEEP SLEEP
Registration Number:	3785779	TRANSFLEXION
Registration Number:	3986150	COMFOR PEDIC LOFT
Registration Number:	3781905	SIMMONS KIDS
Registration Number:	3796389	BEAUTYREST STUDIO
Registration Number:	3752729	NASSAU
Registration Number:	3591976	BEAUTYREST
Registration Number:	3731745	BEAUTYREST BLACK
Registration Number:	3731746	BEAUTYREST BLACK
Registration Number:	3393270	BEAUTYREST BLACK
Registration Number:	3228657	BACKCARE BABY
Registration Number:	3344671	SIMMONS KIDS
Registration Number:	3534412	BACKCARE
Registration Number:	3189821	COMFOR-PEDIC
Registration Number:	2992876	S SIMMONS
Registration Number:	2810380	SIMMONS
Registration Number:	2791028	BEAUTYREST
Registration Number:	2847323	KENNEDY
Registration Number:	2912053	SUPER POCKETED COIL
Registration Number:	2826142	SHOOTING STAR
Registration Number:	2826143	LATITUDES

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	2884857	DREAMWELL
<b>Registration Number:</b>	3189714	MOISTUREBAN
<b>Registration Number:</b>	2717164	WORLD CLASS
<b>Registration Number:</b>	2585251	BEAUTYREST
<b>Registration Number:</b>	2532958	PALM SPRINGS
<b>Registration Number:</b>	2548303	MADISON AVENUE
<b>Registration Number:</b>	2622831	CUMULUS
<b>Registration Number:</b>	2732503	TRITON
<b>Registration Number:</b>	2407982	POWERBEAM
<b>Registration Number:</b>	2418259	POWER SLEEP
<b>Registration Number:</b>	2373835	ST. RICHARD
<b>Registration Number:</b>	2373836	TRIDENT
<b>Registration Number:</b>	2349540	EDMONTON
<b>Registration Number:</b>	2363836	GLENDALE
<b>Registration Number:</b>	2371682	ST. MARK
<b>Registration Number:</b>	2381833	FARMINGTON
<b>Registration Number:</b>	2371683	AMHERST
<b>Registration Number:</b>	2380003	BIRMINGHAM
<b>Registration Number:</b>	2378110	ST. ANDREW
<b>Registration Number:</b>	2439815	ASTORIA
<b>Registration Number:</b>	2089232	CHAMBOURG
<b>Registration Number:</b>	2146787	SIMMONS
<b>Registration Number:</b>	1991332	MYSTIC
<b>Registration Number:</b>	1993378	PROVIDENCE
<b>Registration Number:</b>	2304404	POCKET COIL
<b>Registration Number:</b>	2478738	POCKETED COIL
<b>Registration Number:</b>	2036089	CONTENDER
<b>Registration Number:</b>	2022446	SIMMONS
<b>Registration Number:</b>	1901372	ROOSEVELT
<b>Registration Number:</b>	1898953	WINDSOR
<b>Registration Number:</b>	1904444	BEAUTYREST
<b>Registration Number:</b>	1961293	COLUMBIA
<b>Registration Number:</b>	1788183	BEAUTYREST
<b>Registration Number:</b>	1833346	BEAUTY-EDGE
<b>Registration Number:</b>	1747133	EMINENCE
<b>Registration Number:</b>	1779689	AMERICUS
<b>Registration Number:</b>	1697653	HARMONY
<b>Registration Number:</b>	1689575	ALEXANDRIA

Property Type	Number	Word Mark
Registration Number:	1324591	CARESSE
Registration Number:	1198771	BEAUTY SLEEP
Registration Number:	1154910	BACK GUARD
Registration Number:	1175204	SLUMBERLAND
Registration Number:	0970738	MAXIPEDIC
Registration Number:	0866628	WORLD OF SLEEP
Registration Number:	0813001	BACKCARE
Registration Number:	0732490	BELMONT
Registration Number:	0730091	SILVER LABEL
Registration Number:	0672494	VANDERBILT
Registration Number:	0602721	BEAUTYREST
Registration Number:	0525694	AMBASSADOR
Registration Number:	0522243	VOGUE
Registration Number:	0532319	SIMMONS
Registration Number:	0522187	HIDE-A-BED
Registration Number:	0318383	DREAM SLEEP
Registration Number:	0297286	SLUMBERLAND
Registration Number:	0283763	DEEP SLEEP
Registration Number:	0513422	ROYALTY
Registration Number:	0525695	DUCHESS
Registration Number:	0523897	EMPRESS
Registration Number:	5180697	COLUMBIA
Registration Number:	5530882	BEAUTYREST SILVER
Registration Number:	5191400	BEAUTYREST
Registration Number:	5441931	BEAUTYREST BLACK
Registration Number:	5364594	BEAUTYREST
Registration Number:	5365167	BLACKICE
Registration Number:	5752215	PRESSURESENSE
Registration Number:	5504935	INFINICOOL
Registration Number:	5752243	ACTIVPUR
Registration Number:	5846139	INFINICOOL
Registration Number:	6047303	ALLERCLEAR
Registration Number:	6067387	CONTOURFIT
Registration Number:	5150143	BEAUTYCLOUD
Registration Number:	5330220	SMARTMOTION
Registration Number:	5306966	SIMMONS
Registration Number:	5080258	SIMMONS
Registration Number:	5080259	BEAUTYREST

**CORRESPONDENCE DATA****Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU**Address Line 1:** 885 THIRD AVENUE**Address Line 4:** NEW YORK, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 029217-0298**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /s/ Angela M. Amaru**DATE SIGNED:** 06/24/2020**Total Attachments: 34**

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**TRADEMARK****REEL: 006978 FRAME: 0338**

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SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 22, 2020 (this "Agreement"), by the Grantors listed on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors") in favor of UBS AG, Stamford Branch ("UBS"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Super-Priority Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Top Borrower (as defined in the Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Super-Priority Term Loan Agreement"), by and among, inter alios, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation (formerly known as Simmons Bedding Company, "SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "Lenders"), UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONAL BEDDING COMPANY L.L.C.  
SERTA SIMMONS BEDDING, LLC  
SIMMONS BEDDING COMPANY, LLC  
SSB MANUFACTURING COMPANY  
TOMORROW SLEEP LLC  
TUFT & NEEDLE, LLC

DocuSigned by:

*Kristen McGuffey*

By: \_\_\_\_\_  
Name: **Kristen McGuffey**  
Title: **Executive Vice President, General Counsel  
and Secretary**

DREAMWELL, LTD.

DocuSigned by:

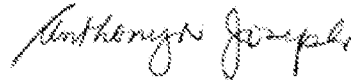
*Kristen McGuffey*

By: \_\_\_\_\_  
Name: **Kristen McGuffey**  
Title: **Executive Vice President and Secretary**

UBS AG, STAMFORD BRANCH, individually, as  
Administrative Agent




By: \_\_\_\_\_  
Name: Housseem Daly  
Title: Associate Director



By: \_\_\_\_\_  
Name: Anthony Joseph  
Title: Associate Director

**SCHEDULE I**

**TRADEMARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
DREAMWELL, LTD.	5019345	SURFACECOOL
DREAMWELL, LTD.	5019333	NXG
DREAMWELL, LTD.	4941404	BEAUTYREST 3D
DREAMWELL, LTD.	5038097	
NATIONAL BEDDING COMPANY L.L.C.	4974255	SLEEP SIMPLE
NATIONAL BEDDING COMPANY L.L.C.	4852950	THE MATTRESS SHOPPE
DREAMWELL, LTD.	4871678	YOURFORM
DREAMWELL, LTD.	4725071	SIMMONS
DREAMWELL, LTD.	4813739	BEAUTYSLEEP
DREAMWELL, LTD.	4721382	BEAUTYREST
DREAMWELL, LTD.	4721248	COMFORPEDIC IQ
DREAMWELL, LTD.	4721223	RENEW
DREAMWELL, LTD.	4650294	BEAUTYREST
DREAMWELL, LTD.	4633733	DREAM IN BLACK
DREAMWELL, LTD.	4566776	SLEEP CLIMATE
DREAMWELL, LTD.	4558611	BEAUTYFOAM
DREAMWELL, LTD.	4589496	CROSSOVER
DREAMWELL, LTD.	4589443	ALLOY
DREAMWELL, LTD.	4569087	MERIDIAN
DREAMWELL, LTD.	4569053	SURI
DREAMWELL, LTD.	4580913	GIA

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
DREAMWELL, LTD.	4580914	CANDACE
DREAMWELL, LTD.	4580915	MCKENNA
DREAMWELL, LTD.	4569054	PHOEBE
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DREAMWELL, LTD.	4305102	NUFLEX
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DREAMWELL, LTD.	4339589	
DREAMWELL, LTD.	4277101	COMFORPEDIC
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DREAMWELL, LTD.	4129530	SMART RESPONSE
DREAMWELL, LTD.	4003288	
DREAMWELL, LTD.	4003287	
DREAMWELL, LTD.	4003289	
DREAMWELL, LTD.	4292646	BEAUTYREST ELEMENTS



REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
DREAMWELL, LTD.	3727951	DEEP SLEEP
DREAMWELL, LTD.	3785779	TRANSFLEXION
DREAMWELL, LTD.	3986150	COMFOR PEDIC LOFT
DREAMWELL, LTD.	3781905	SIMMONS KIDS
DREAMWELL, LTD.	3796389	BEAUTYREST STUDIO
DREAMWELL, LTD.	3752729	NASSAU
NATIONAL BEDDING COMPANY L.L.C.	3491355	AMERICA'S MATTRESS
DREAMWELL, LTD.	3591976	BEAUTYREST
DREAMWELL, LTD.	3731745	BEAUTYREST BLACK
DREAMWELL, LTD.	3731746	BEAUTYREST BLACK
DREAMWELL, LTD.	3393270	BEAUTYREST BLACK
DREAMWELL, LTD.	3228657	BACKCARE BABY
DREAMWELL, LTD.	3344671	SIMMONS KIDS
DREAMWELL, LTD.	3534412	BACKCARE
DREAMWELL, LTD.	3189821	COMFOR-PEDIC
NATIONAL BEDDING COMPANY L.L.C.	3684436	FIVE STAR MATTRESS
DREAMWELL, LTD.	2992876	
DREAMWELL, LTD.	2810380	SIMMONS
DREAMWELL, LTD.	2791028	BEAUTYREST
DREAMWELL, LTD.	2847323	KENNEDY
DREAMWELL, LTD.	2912053	SUPER POCKETED COIL
DREAMWELL, LTD.	2826142	SHOOTING STAR
DREAMWELL, LTD.	2826143	LATITUDES

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NATIONAL BEDDING COMPANY L.L.C.	2927140	AMERICA'S MATTRESS 
DREAMWELL, LTD.	2585251	<i>Beautyrest</i>
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DREAMWELL, LTD.	2548303	MADISON AVENUE
DREAMWELL, LTD.	2622831	CUMULUS
DREAMWELL, LTD.	2732503	TRITON
DREAMWELL, LTD.	2407982	POWERBEAM
DREAMWELL, LTD.	2418259	POWER SLEEP
DREAMWELL, LTD.	2373835	ST. RICHARD
DREAMWELL, LTD.	2373836	TRIDENT
DREAMWELL, LTD.	2349540	EDMONTON
DREAMWELL, LTD.	2363836	GLENDALE
DREAMWELL, LTD.	2371682	ST. MARK
DREAMWELL, LTD.	2381833	FARMINGTON
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DREAMWELL, LTD.	2378110	ST. ANDREW
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DREAMWELL, LTD.	2089232	CHAMBOURG

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DREAMWELL, LTD.	2304404	POCKET COIL
DREAMWELL, LTD.	2478738	POCKETED COIL
DREAMWELL, LTD.	2036089	CONTENDER
DREAMWELL, LTD.	2022446	SIMMONS
DREAMWELL, LTD.	1901372	ROOSEVELT
DREAMWELL, LTD.	1898953	WINDSOR
DREAMWELL, LTD.	1904444	BEAUTYREST
DREAMWELL, LTD.	1961293	COLUMBIA
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DREAMWELL, LTD.	1833346	BEAUTY-EDGE
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DREAMWELL, LTD.	1779689	AMERICUS
DREAMWELL, LTD.	1697653	HARMONY
DREAMWELL, LTD.	1689575	ALEXANDRIA
DREAMWELL, LTD.	1324591	CARESSE
DREAMWELL, LTD.	1198771	BEAUTY SLEEP
DREAMWELL, LTD.	1154910	BACK GUARD
DREAMWELL, LTD.	1175204	SLUMBERLAND
DREAMWELL, LTD.	0970738	MAXIPEDIC

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
DREAMWELL, LTD.	0866628	WORLD OF SLEEP
DREAMWELL, LTD.	0813001	BACKCARE
DREAMWELL, LTD.	0732490	BELMONT
DREAMWELL, LTD.	730091	SILVER LABEL
DREAMWELL, LTD.	0672494	VANDERBILT
DREAMWELL, LTD.	602721	<i>Beautyrest</i>
DREAMWELL, LTD.	525694	AMBASSADOR
DREAMWELL, LTD.	0522243	VOGUE
DREAMWELL, LTD.	0532319	SIMMONS
DREAMWELL, LTD.	0522187	<i>Hide-A-Bed</i>
SIMMONS COMPANY	0524621	<b>SLUMBER TIME</b>
DREAMWELL, LTD.	0318383	<b>DREAM SLEEP</b>
DREAMWELL, LTD.	0297286	<b>SLUMBERLAND</b>
DREAMWELL, LTD.	0283763	DEEP SLEEP
Tuft & Needle, LLC	5490964	& FRAME
Tuft & Needle, LLC	5316489	& SHEETS
Tuft & Needle, LLC	5305851	& PILLOW



REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
Tuft & Needle, LLC	5436262	& POUCH
Tuft & Needle, LLC	5394117	TUFT & NEEDLE & PILLOW 
Tuft & Needle, LLC	5247908	TN.COM
Tuft & Needle, LLC	5173090	SNOOZEDUES
Tuft & Needle, LLC	5443885	MATTRESS STORES ARE GREEDY
Tuft & Needle, LLC	5197050	WE CHARGE WHAT WE NEED, NOT WHAT WE CAN
Tuft & Needle, LLC	4964252	TUFT & NEEDLE
Tuft & Needle, LLC	5083389	TN
Tuft & Needle, LLC	5143379	WAKE UP BETTER
Tuft & Needle, LLC	5115227	T&N ADAPTIVE
Tuft & Needle, LLC	5233659	T&N
Tuft & Needle, LLC	5242547	TUFT & NEEDLE
Tuft & Needle, LLC	5229256	& 
Tuft & Needle, LLC	4836760	T&N
Tuft & Needle, LLC	4836761	TUFT & NEEDLE
Tuft & Needle, LLC	5595965	TUFT & NEEDLE
Tuft & Needle, LLC	4616761	TUFT & NEEDLE
Tuft & Needle, LLC	5604917	T&N TUFT & NEEDLE TUFT & NEEDLE
Tuft & Needle, LLC	5267021	TUFT & NEEDLE

<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
DREAMWELL, LTD.	0513422	ROYALTY
DREAMWELL, LTD.	0525695	DUCHESS
DREAMWELL, LTD.	0523897	EMPRESS
TUFT & NEEDLE, LLC	5763699	&
TUFT & NEEDLE, LLC	5734184	WAKE UP BETTER
DREAMWELL, LTD.	5180697	COLUMBIA
DREAMWELL, LTD.	5530882	BEAUTYREST SILVER
TOMORROW SLEEP LLC	5337280	TOMORROW
TOMORROW SLEEP LLC	5722750	TOMORROW
DREAMWELL, LTD.	5191400	BEAUTYREST
SERTA SIMMONS BEDDING LLC	5286430	TRANSFORM YOUR SLEEP
DREAMWELL, LTD.	5441931	BEAUTYREST BLACK
DREAMWELL, LTD.	5364594	BEAUTYREST
DREAMWELL, LTD.	5365167	BLACKICE
DREAMWELL, LTD.	5752215	PRESSURESENSE
DREAMWELL, LTD.	5504935	INFINICOOL
DREAMWELL, LTD.	5752243	ACTIVPUR
DREAMWELL, LTD.	5846139	INFINICOOL
DREAMWELL, LTD.	6047303	ALLERCLEAR
DREAMWELL, LTD.	6067387	CONTOURFIT
DREAMWELL, LTD.	5150143	BEAUTYCLOUD
DREAMWELL, LTD.	5330220	SMARTMOTION BASE
DREAMWELL, LTD.	5306966	SIMMONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
DREAMWELL, LTD.	5080258	SIMMONS
DREAMWELL, LTD.	5080259	BEAUTYREST
Tuft & Needle, LLC	5612173	TUFT & NEEDLE
Tuft & Needle, LLC	5617706	T&N

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

**PATENTS**

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	7748066	MATTRESS CENTER RIDGE COMPENSATOR
DREAMWELL, LTD.	7047581	STRANDED MATTRESS SPRING
DREAMWELL, LTD.	8099811	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	6944899	STRANDED MATTRESS SPRING
DREAMWELL, LTD.	7168117	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	6931685	ONE-SIDED MATTRESS
DREAMWELL, LTD.	7418753	ONE-SIDED MATTRESS
DREAMWELL, LTD.	7814594	ONE-SIDED MATTRESS
DREAMWELL, LTD.	6799344	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	7624464	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	8127383	TITANIUM MATTRESS MEMBER
DREAMWELL, LTD.	6983499	ADJUSTABLE BED SHIELDS
DREAMWELL, LTD.	7827637	MATTRESS WITH FLAME RESISTANT MOISTURE BARRIER
DREAMWELL, LTD.	7992240	MATTRESS WITH PIVOTING MEMBER ATTACHED TO ADJUSTABLE BED FRAME
DREAMWELL, LTD.	7581271	LOW PROFILE MATTRESS
DREAMWELL, LTD.	8006529	METHODS FOR MANUFACTURING COIL SPRINGS

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	8033231	PANEL QUILT MACHINE WITH FEEDER PROVIDING REDUCED DOWNTIME
DREAMWELL, LTD.	7017205	PLASTIC MATTRESS FOUNDATION
DREAMWELL, LTD.	7174583	ADJUSTABLE HEIGHT FOUNDATION
DREAMWELL, LTD.	7690096	METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY
DREAMWELL, LTD.	7036173	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	7424763	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	7370380	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	7587775	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	8181293	MATTRESS WITH REMOVABLE TOP
DREAMWELL, LTD.	7849542	MATTRESSES HAVING FLAME RESISTANT PANEL
DREAMWELL, LTD.	7174613	METHOD FOR MANUFACTURING A FOAM CORE HAVING CHANNEL CUTS
DREAMWELL, LTD.	6772463	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	7219381	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	7574763	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	8001639	PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS
DREAMWELL, LTD.	6561047	METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE
DREAMWELL, LTD.	6792819	METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE
DREAMWELL, LTD.	D655965	FOOT PROTECTOR FOR A MATTRESS WITH A REVEAL
DREAMWELL, LTD.	D621197	MATTRESS
DREAMWELL, LTD.	D661925	COIL SPRING
DREAMWELL, LTD.	7200884	MATTRESS ASSEMBLY AND MANUFACTURING PROCESS FOR A MATTRESS USING ADHESIVE PATCHES
DREAMWELL, LTD.	D551012	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	D552397	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	D551011	MATTRESS COVER WITH QUILT PATTERN
DREAMWELL, LTD.	6804849	QUILTED MATTRESS COVER WITH INVERTED SEAM
DREAMWELL, LTD.	6944900	QUILTED MATTRESS COVER WITH INVERTED SEAM
DREAMWELL, LTD.	7395568	SELF-CONTAINED ARTICULATED MATTRESS
DREAMWELL, LTD.	7165282	HINGED FOAM ASSEMBLY FOR MATTRESS MANUFACTURING
DREAMWELL, LTD.	6493887	BOX SPRING CORNER GUARD
DREAMWELL, LTD.	6687929	BOX SPRING CORNER GUARD

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	6557198	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	6678905	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	7103933	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	6519798	MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA
DREAMWELL, LTD.	6718726	METHOD AND APPARATUS FOR STORING AND TRANSPORTING STRINGS OF POCKETED COILS
DREAMWELL, LTD.	D655938	ADJUSTABLE BASE FOR A BED
DREAMWELL, LTD.	8250689	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	8689380	MULTI-STRANDED COIL SPRING
DREAMWELL, LTD.	8307482	MATTRESS OR MATTRESS PAD WITH GEL SECTION
DREAMWELL, LTD.	8356372	SYSTEMS AND METHODS FOR HINGED BEDDING ASSEMBLIES
DREAMWELL, LTD.	9205483	METHODS FOR MANUFACTURING COIL SPRINGS
DREAMWELL, LTD.	8414732	MATTRESSES HAVING FLAME RESISTANT PANEL
DREAMWELL, LTD.	8800979	SYSTEMS AND METHODS FOR CUSHION SUPPORTS

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	8984690	MATTRESS AND SIDE RAIL ASSEMBLY WITH HIGH AIRFLOW
DREAMWELL, LTD.	9301622	SHELL FOR MATTRESS FOR ADJUSTABLE BED
DREAMWELL, LTD.	D712682	MATTRESS BORDER
DREAMWELL, LTD.	9145479	ODORLESS FOAM MATTRESS ASSEMBLY
DREAMWELL, LTD.	8893337	FIRE RESISTANT FLANGE FOR REMOVABLE TOP PANELS FOR USE IN MATTRESS ASSEMBLIES
DREAMWELL, LTD.	8979079	SPRING COILS FOR INNERSPRING ASSEMBLIES AND METHODS OF MANUFACTURE
DREAMWELL, LTD.	8490231	SYSTEMS, METHODS AND DESIGNS FOR HANDLES IN FURNITURE
DREAMWELL, LTD.	D681980	ASYMMETRIC COIL SPRING
DREAMWELL, LTD.	9161634	ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS
DREAMWELL, LTD.	8832888	MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW
DREAMWELL, LTD.	D683992	MATTRESS
DREAMWELL, LTD.	D677965	MATTRESS INCLUDING A MATTRESS HANDLE
DREAMWELL, LTD.	D680358	MATTRESS INCLUDING A MATTRESS HANDLE
DREAMWELL, LTD.	8918935	CHANNEL CUT CUSHION SUPPORTS
DREAMWELL, LTD.	8474805	MICROALLOYED SPRING
DREAMWELL, LTD.	8919752	MICROALLOYED SPRING



<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	9427091	MICROALLOYED SPRING
DREAMWELL, LTD.	D731820	MATTRESS
DREAMWELL, LTD.	9192245	MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW
DREAMWELL, LTD.	8813279	MATTRESSES AND MATTRESS FOUNDATIONS
DREAMWELL, LTD.	8904578	MULTI-PIECE MATTRESS SUPPORTING FOUNDATION
DREAMWELL, LTD.	9003580	MATTRESS DISPLAY
DREAMWELL, LTD.	9314108	PLUNGER MATRIX MATTRESS ASSEMBLIES
DREAMWELL, LTD.	9314109	MODULAR PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9119478	DUAL-SPRING PLUNGER FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9226591	PLUNGER FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9259097	FOLDING PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9326616	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	9158141	THERMALLY ACTIVATED MATTRESS COVER AND DISPLAY
DREAMWELL, LTD.	D707061	MATTRESS
DREAMWELL, LTD.	D707060	MATTRESS AND FOUNDATION
DREAMWELL, LTD.	10051970	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	10111530	ADJUSTABLE MATTRESS FOUNDATION AND PROCESS OF USE

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	10182662	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
DREAMWELL, LTD.	10463164	ADJUSTABLE MATTRESS FOUNDATION
DREAMWELL, LTD.	10506884	ADJUSTABLE FOUNDATION
DREAMWELL, LTD.	10517407	ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES
DREAMWELL, LTD.	10537184	SPLIT ADJUSTABLE MATTRESS FOUNDATION FOR MULTIPLE USERS
DREAMWELL, LTD.	10568434	ADJUSTABLE FOUNDATION
DREAMWELL, LTD.	10631656	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
DREAMWELL, LTD.	10631657	CUSHIONS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	10638851	ADJUSTABLE FOUNDATION
DREAMWELL, LTD.	10639221	ADJUSTABLE FOUNDATION AND MATTRESS ASSEMBLY
DREAMWELL, LTD.	9833081	MATTRESS WITH FLEXIBLE PRESSURE SENSOR
DREAMWELL, LTD.	9854921	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	9865243	PILLOW SET WITH SNORING NOISE CANCELLATION
DREAMWELL, LTD.	9901184	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
TUFT & NEEDLE, LLC	D866234	BED FRAME

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	D873584	FABRIC FOOT PROTECTOR FOR A MATTRESS
DREAMWELL, LTD.	9642472	METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY
DREAMWELL, LTD.	9756959	SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES
DREAMWELL, LTD.	9603460	SYSTEMS AND METHODS FOR MANUFACTURING SPRINGS WITH FOAM CHARACTERISTICS
DREAMWELL, LTD.	9592005	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	9549620	CHANNEL-CUT CUSHION SUPPORTS
DREAMWELL, LTD.	9862553	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	9592845	STAGING CART FOR TRANSPORTING MATTRESSES
DREAMWELL, LTD.	10272611	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	9839301	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	10455950	MATTRESS MANUFACTURING PROCESS AND APARATUS
DREAMWELL, LTD.	10172474	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	10525557	AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	10365638	SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	9657800	SYSTEMS AND METHODS FOR CUSHION SUPPORTS
DREAMWELL, LTD.	9833188	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	9592006	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	9546016	MATTRESS DISPLAY PACKAGING AND DISPLAY CONTAINER
DREAMWELL, LTD.	9504332	HYBRID MATTRESS ASSEMBLIES
DREAMWELL, LTD.	9756953	ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	9635950	DISPLAY DEVICE FOR A PLUNGER MATRIX MATTRESS
DREAMWELL, LTD.	9901185	MATTRESS INCLUDING FLAT SPRINGS
DREAMWELL, LTD. WCW INCORPORATED	10537185	ACCELERATED CALIBRATION SYSTEM FOR A SMART RESPONSE TECHNOLOGY MATTRESS
DREAMWELL, LTD.	9861207	WAVE SPRINGS AND CUSHIONING ARTICLES CONTAINING THE SAME
DREAMWELL, LTD.	10548410	FIRMNESS CONTROL FOR A SMART RESPONSE TECHNOLOGY BODY SUPPORT
DREAMWELL, LTD.	9886698	AUGMENTED REALITY PRODUCT BROCHURE APPLICATION
DREAMWELL, LTD.	9640167	SMART PILLOWS AND PROCESSES FOR PROVIDING ACTIVE NOISE CANCELLATION AND BIOFEEDBACK

<b>REGISTERED OWNER</b>	<b>PATENT NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	9622590	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	10271661	CUSHIONS INCLUDING FLAT SPRINGS
DREAMWELL, LTD.	9498069	MATTRESS MANUFACTURING PROCESS AND APPARATUS
DREAMWELL, LTD.	10357113	HYBRID MATTRESS ASSEMBLIES
DREAMWELL, LTD.	10575653	MATTRESS ASSEMBLY INCLUDING THERMALLY CONDUCTIVE FOAM LAYER
DREAMWELL, LTD.	9645063	APPARATUS AND PROCESS FOR MEASURING VISCOELASTIC FOAM COMPRESSION RECOVERY
DREAMWELL, LTD.	9734815	PILLOW SET WITH SNORING NOISE CANCELLATION
DREAMWELL, LTD.	D787861	MATTRESS
DREAMWELL, LTD.	D794357	MATTRESS
DREAMWELL, LTD.	D804855	MATTRESS
Tuft & Needle, LLC	D848176	BED FRAME
DREAMWELL, LTD.	7096528	BED CONSTRUCTION WITH REDUCED SAGGING
DREAMWELL, LTD.	7444706	BED CONSTRUCTION WITH REDUCED SAGGING

PATENT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	11/416927	MATTRESS WITH CROWNED PANEL

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	13/354571	MATTRESS OR MATTRESS PAD WITH GEL SECTION
DREAMWELL, LTD.	15/003950	BEDDING PRODUCT PACKAGING AND PROCESS
DREAMWELL, LTD.	13/657130	MULTI-LAYERED CONVOLUTED FOAM LAYER
DREAMWELL, LTD.	14/547669	FIRE RESISTANT PANEL INCLUDING VERTICALLY ORIENTED FIRE RETARDANT TREATED FIBERS AND AN ADAPTIVE COVERING MATERIAL
DREAMWELL, LTD.	14/718123	SMART RESPONSE TECHNOLOGY MATTRESS
DREAMWELL, LTD.	14/745739	ACTIVE THERMAL MATTRESS
DREAMWELL, LTD	14/958251	BEDDING PRODUCT INCLUDING COMPOSITE LAYER AND METHOD OF MANUFACTURE
NATIONAL BEDDING COMPANY	15/001539	MATTRESS AND ADJUSTABLE FOUNDATION SELECTION SYSTEM AND PROCESS
Tuft & Needle, LLC	15/891,887	Flame Retardant Cover
Tuft & Needle, LLC	16/037833	Mattress Carrier
DREAMWELL, LTD.	15/003957	COIL STRING STAGING AREA APPARATUS AND METHOD
DREAMWELL, LTD.	15/379545	SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS
DREAMWELL, LTD.	15/433673	MATTRESS PANELS INCLUDING ANTIMICROBIAL TREATED FIBERS AND/OR FOAMS

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>DESCRIPTION</b>
DREAMWELL, LTD.	15/904817	MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS
DREAMWELL, LTD.	15/608038	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
SERTA SIMMONS BEDDING, LLC	15/679221	THREE DIMENSIONAL POLYLACTIDE FIBER MATRIX LAYER FOR BEDDING PRODUCTS
SERTA SIMMONS BEDDING, LLC	15/679265	PRE-CONDITIONED THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
SERTA SIMMONS BEDDING, LLC	15/679322	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
SERTA SIMMONS BEDDING, LLC	15/679400	THREE DIMENSIONAL POLYMERIC FIBER MATRIX LAYER FOR BEDDING PRODUCTS
DREAMWELL, LTD.	15/683854	MATTRESS FOUNDATION AND PROCESS OF MANUFACTURE
DREAMWELL, LTD.	15/690368	ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION
DREAMWELL, LTD.	15/838659	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/864404	ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS
DREAMWELL, LTD.	15/972281	MATTRESS ASSEMBLIES INCLUDING A HYBRID POSTURE SUPPORT SYSTEM
DREAMWELL, LTD.	16/420586	MONITORING METHODS AND CUSHIONING STRUCTURES

APPLICANT	APPLICATION NO.	DESCRIPTION
DREAMWELL, LTD.	16/157596	TEMPERATURE MANAGEMENT BEDDING SYSTEMS
DREAMWELL, LTD.	16/718682	SPLIT ADJUSTABLE MATTRESS FOUNDATION FOR MULTIPLE USERS



**SCHEDULE III**

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<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TITLE</b>
National Bedding Company L.L.C.	SR0000627763	America's Mattress 60 Second Jingle.
National Bedding Company L.L.C.	SR0000628184	America's Mattress Jingle – 30 Seconds.
Serta Simmons Bedding, LLC	VAu001388449	Serta Simmons Turtle
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0004093430	It's never too early to start caring for your back.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0004752706	Simmons truckload sale.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	VA0000735511	BackCare floating man.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	PA0000772109	Dropping the ball.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0004093428	Dropping the ball.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0003673902	Beautyrest: The do-not-disturb mattress.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0003673901	Sleep Logic series.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0003673900	EOS: Equation of Sleep.
SSB Manufacturing Company (f/k/a Simmons Bedding Company)	TX0000189653	Beautyrest by Simmons. The physical fitness mattress.
Tuft & Needle, LLC	VA0002016570	5 Reasons Artwork
Tuft & Needle, LLC	VA0002012578	Classic Bed Photo
Tuft & Needle, LLC	VA0002015462	Compatible Diagram
Tuft & Needle, LLC	VA0002013178	Death of the Salesman Diagram
Tuft & Needle, LLC	PA0002004481	Making of a Mattress: Design Video
Tuft & Needle, LLC	TX0008282833	Our Story Page
Tuft & Needle, LLC	VA0002013163	Setup Diagram
Tuft & Needle, LLC	VAu001254454	Social Responsibility Artwork

<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TITLE</b>
Tuft & Needle, LLC	PA0002004406	T&N Adaptive Foam Video
Tuft & Needle, LLC	PA0002004408	The Truth: Layers Video
Tuft & Needle, LLC	TX0008282857	The Truth Page
Tuft & Needle, LLC	TX0008285606	Tuft & Needle Home Page
Tuft & Needle, LLC	PA0002004480	Wake up Better: Assembly Video
Tuft & Needle, LLC	PA0002004483	We Are Fixers: Online Video

COPYRIGHT APPLICATIONS

None.

**EXHIBIT A**

[FORM OF]  
SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT

This SUPER-PRIORITY TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([**each, a**][**the**] “**Grantor**”) in favor of UBS AG, Stamford Branch (“**UBS**”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Super-Priority Pledge and Security Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Super-Priority Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Super-Priority Term Loan Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Super-Priority Term Loan Agreement”), by and among, inter alios, Dawn Intermediate, Inc., a Delaware corporation (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing”), as borrowers, the Lenders from time to time party thereto (the “Lenders”) and UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Super-Priority Term Loan Agreement, the [**Grantor**][**Grantors**] and the Administrative Agent have entered into that certain Super-Priority Term Loan Intellectual Property Security Agreement, dated as of June [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) [**which was recorded at the United States Patent and Trademark Office on [●] at Reel/Frame No. [●], and at the United States Copyright Office on [●] at Volume/Page No. [●]**]<sup>1</sup>. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of [Section 4.03(c)] of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

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<sup>1</sup> Included bracketed information to the extent then available.

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[•]

By: \_\_\_\_\_

Name: [•]

Title: [•]

**SCHEDULE I**

TRADEMARK REGISTRATIONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>

TRADEMARK APPLICATIONS

<b>APPLICANT</b>	<b>SERIAL NUMBER</b>	<b>TRADEMARK</b>

**SCHEDULE II**

PATENTS

<b>REGISTERED OWNER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>

PATENT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>

**SCHEDULE III**

COPYRIGHT REGISTRATIONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>

COPYRIGHT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>