

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORSICANA BEDDING, LLC		04/28/2021	Limited Liability Company: DELAWARE
EASTERN SLEEP PRODUCTS COMPANY		04/28/2021	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE, LLC
Street Address:	150 East 58th Street
Internal Address:	18th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10155
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	5554505	AMERICAN BEDDING
Registration Number:	5576474	ADVANCED 3C FOAM
Registration Number:	5371128	YOUR DREAMS START HERE
Registration Number:	5414675	RENUÉ
Registration Number:	5470452	CORSICANA
Registration Number:	5470451	CORSICANA MATTRESS COMPANY · SINCE 1971
Registration Number:	5476293	CORSICANA MATTRESS COMPANY
Registration Number:	5483586	AMERICAN BEDDING
Registration Number:	6136993	NIGHTSBRIDGE
Registration Number:	5830318	EARLY BIRD
Serial Number:	88383600	AMERICAN BEDDING EST. 1939
Serial Number:	88383606	RENUÉ
Serial Number:	88383611	A
Serial Number:	88389623	
Serial Number:	88383613	R
Registration Number:	6050930	

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88389633	EB
Registration Number:	5994390	SLEEPINC.
Serial Number:	88410912	SI
Registration Number:	4602341	DREAMGREEN
Registration Number:	3848443	AMERICAN PEDIC COLLECTION
Registration Number:	1559853	MIRALUX
Registration Number:	4073967	COMFORT INNOVATIONS
Registration Number:	5282303	SLEEPFRESH
Registration Number:	1195738	SYMBOL MATTRESS SYMBOL OF SLEEP
Registration Number:	5037953	SYMBOL
Serial Number:	88790743	J BECKON
Serial Number:	88863925	LUUF
Registration Number:	5266862	SYMBOL USA
Registration Number:	2924264	COMPLETE COMFORT
Registration Number:	2770200	AMERICAN PEDIC
Registration Number:	2845158	EUROPA
Registration Number:	2615609	AIRSPRUNG
Registration Number:	2006033	WORLD SLEEP PRODUCTS
Registration Number:	3143212	STERLING & THOMAS
Registration Number:	4766743	SLEEPINC.
Registration Number:	4758213	SLEEPINC. DREAM BIG.
Registration Number:	4260323	CORSICANA BEDDING
Registration Number:	4061149	VSS VERTICAL SUPPORT SYSTEM
Registration Number:	3932665	RE NÜE

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 212-806-5400

Email: mvillarin@stroock.com, jmann@stroock.com

Correspondent Name: Stroock & Stroock & Lavan LLP

Address Line 1: 180 Maiden Lane

Address Line 4: New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER: 006769/0006

NAME OF SUBMITTER: Jeffrey Mann

SIGNATURE: /Jeffrey Mann/

DATE SIGNED: 04/30/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), among Corsicana Bedding, LLC, a Delaware limited liability company having an address of 1420 W. Mockingbird Lane, Suite 800, Dallas, TX 75247, and Eastern Sleep Products Company, a Virginia corporation having an address of 4901 Fitzhugh Avenue, Richmond, Virginia 23230 (each a “Grantor” and, collectively, the “Grantors”), and BLUE TORCH FINANCE, LLC, a Delaware limited liability company having an address of 150 East 58th Street, 18th Floor, New York, New York 10155 as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Financing Agreement dated as of April 28, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the Parent, each subsidiary of the Parent listed as a “Guarantor” on the signature pages thereto, the lenders from time to time party thereto (each a “Lender” and collectively, the “Lenders”), the Collateral Agent and Blue Torch Finance, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent” and together with the Collateral Agent, each an “Agent” and collectively, the “Agents”), and (b) the Pledge and Security Agreement, dated as of April 28, 2021, by and among the Grantors party thereto and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”) provided that for any United States intent to use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto to the extent that, and during the period in which, the grant of a security interest in such intent-to-use application would impair the validity or enforceability of

any registration that issues from that intent-to-use trademark application under applicable federal law shall not be considered Trademark Collateral,

- (b) all renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damage and, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect to any of the foregoing, and
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

6. Recordation. Each of the Grantors hereby authorizes the Commissioners for Trademarks and any other related government officials to record and register this Agreement in connection with the Trademark Collateral.

[Continued on the following page.]

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

CORSICANA BEDDING, LLC

By: Veendon M
Name: Mathew Veendon
Title: Chief Financial Officer

EASTERN SLEEP PRODUCTS COMPANY

By: Veendon M
Name: Mathew Veendon
Title: Chief Financial Officer, Secretary and
Treasurer

BLUE TORCH FINANCE, LLC, as Collateral

Agent





DocuSigned by:


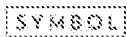
By: *Kevin Genda*

Name: Kevin Genda

Title: Authorized Signor

SCHEDULE I
TRADEMARKS

Mark	Country	Reg. No.	Reg. Date	Serial No.	Filing Date
COMPLETE COMFORT	USA	2924264	01-FEB-2005	78241476	24-APR-2003
AMERICAN PEDIC	USA	2770200	30-SEP-2003	76436042	29-JUL-2002
EUROPA	USA	2845158	25-MAY-2004	75858559	26-NOV-1999
AIRSPRUNG	USA	2615609	03-SEP-2002	75360889	22-SEP-1997
WORLD SLEEP PRODUCTS	USA	2006033	08-OCT-1996	74735953	29-SEP-1995
STERLING & THOMAS	USA	3143212	12-SEP-2006	78486421	20-SEP-2004
SLEEPINC.	USA	4766743	07-JUL-2015	85878237	17-MAR-2013
SLEEPINC. DREAM BIG. and Design 	USA	4758213	23-JUN-2015	85878241	17-MAR-2013
CORSICANA BEDDING	USA	4260323	18-DEC-2012	85481837	28-NOV-2011
VSS VERTICAL SUPPORT SYSTEM and Design 	USA	4061149	22-NOV-2011	85112726	20-AUG-2010
RE NÜE	USA	3932665	15-MAR-2011	78608829	14-APR-2005
CORSICANA BEDDING, INC. DELIVERING QUALITY AND VALUE & Design 	Canada	TMA896352	12-FEB-2015	1597618	10-OCT-2012
CORSICANA BEDDING	Canada	TMA896353	12-FEB-2015	1597390	09-OCT-2012
CORSICANA BEDDING, INC. and Design 	China	11633382	21-APR-2014	11633382	22-OCT-2012

Mark	Country	Reg. No.	Reg. Date	Serial No.	Filing Date
CORSICANA BEDDING	International	1133623	24-SEP-2012	85481837	28-NOV-2011
MIRA-LUX	Canada	TMA385608	1991-06-07	659196-00	1990-05-30
AMERICAN BEDDING	USA	5554505	9/4/2018	87764202	1/22/2018
ADVANCED 3C FOAM	USA	5576474	10/2/2018	87253890	10/2/2018
YOUR DREAMS START HERE	USA	5371128	1/2/2018	87184199	9/27/2016
RENUÉ	USA	5414675	2/27/2018	87512040	6/30/2017
CORSICANA & Design	USA	5470452	5/15/2018	87186798	9/28/2016
CORSICANA MATTRESS COMPANY · SINCE 1971 & Design	USA	5470451	5/15/2018	87184206	9/27/2016
CORSICANA MATTRESS COMPANY	USA	5476293	5/22/2018	87171951	9/15/2016
AMERICAN BEDDING & Design	USA	5483586	6/5/2018	87250842	11/29/2016
CORSICANA BEDDING & Design	South Korea	40124167500 00	3/22/2017	4020/6001 8127	3/10/2016
NIGHTSBRIDGE	USA	8/25/2020	6136993	88182733	11/6/2018
EARLY BIRD	USA	8/6/2019	5830318	88182736	11/6/2018
AMERICAN BEDDING EST. 1939 & Design	USA	N/A	N/A	88383600	4/12/2019
RENUÉ (stylized)	USA	N/A	N/A	88383606	4/12/2019
A & Star logo	USA	N/A	N/A	88383611	4/12/2019
Design of Bird (side view)	USA	N/A	N/A	88389623	4/17/2019
R (stylized)	USA	N/A	N/A	88383613	4/12/2019
Bird logo (front view)	USA	6050930	5/12/2020	88389631	4/17/2019
EB logo	USA	N/A	N/A	88389633	4/17/2019
Sleep Inc. (stylized)	USA	5994390	2/25/2020	88410908	5/1/2019
SI (stylized)	USA	N/A	N/A	88410912	5/1/2019
CORSICANA MATTRESS COMPANY - SINCE 1971 & Design	Canada	N/A	N/A	1829626	3/27/2017
DREAMGREEN	USA	4602341	9/9/2014	85871437	3/8/2013
AMERICAN PEDIC COLLECTION	USA	3848443	9/14/2010	77632734	12/14/2008
MIRALUX	USA	1559853	10/10/1989	73754428	9/27/1988
COMFORT INNOVATIONS	USA	4073967	12/20/2011	85316773	5/10/2011
SLEEP FRESH	USA	5282303	9/5/2017	87052206	5/27/2016
	USA	1195738	5/18/1982	73311122	5/19/1981
	USA	5037953	9/6/2016	86800531	10/27/2015
J BECKON	USA	N/A	N/A	88790743	2/10/2020
Luuf	USA	N/A	N/A	88863925	4/8/2020
SYMBOL USA	USA	5266862	8/15/2017	86900834	2/8/2016

