

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821618

|                                     |  |                       |  |
|-------------------------------------|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>             | NEW ASSIGNMENT                         |                       |  |
| <b>NATURE OF CONVEYANCE:</b>        | Security Agreement                     |                       |  |
| <b>CONVEYING PARTY DATA</b>         |  |                       |  |
| <b>Name</b>                         | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Dreamwell, Ltd.                     |  | 06/29/2023            | Corporation: NEVADA                    |
| Tuft & Needle, LLC                  |  | 06/29/2023            | Limited Liability Company:<br>DELAWARE |
| Serta Simmons Bedding, LLC          |  | 06/29/2023            | Limited Liability Company:<br>DELAWARE |
| Tomorrow Sleep LLC                  |  | 06/29/2023            | Limited Liability Company:<br>DELAWARE |
| National Bedding Company,<br>L.L.C. |  | 06/29/2023            | Limited Liability Company:<br>ILLINOIS |
| <b>RECEIVING PARTY DATA</b>         |  |                       |  |
| <b>Name:</b>                        | Wells Fargo Bank, National Association |                       |  |
| <b>Street Address:</b>              | 150 East 42nd Street                   |                       |  |
| <b>Internal Address:</b>            | 40th Floor                             |                       |  |
| <b>City:</b>                        | New York                               |                       |  |
| <b>State/Country:</b>               | NEW YORK                               |                       |  |
| <b>Postal Code:</b>                 | 10017                                  |                       |  |
| <b>Entity Type:</b>                 | Association: UNITED STATES             |                       |  |
| <b>PROPERTY NUMBERS Total: 149</b>  |  |                       |  |
| <b>Property Type</b>                | <b>Number</b>                          | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>         | 7043013                                | BEYOND                |  |
| <b>Registration Number:</b>         | 5504935                                | INFINICOOOL           |  |
| <b>Registration Number:</b>         | 0318383                                | DREAM SLEEP           |  |
| <b>Registration Number:</b>         | 0522243                                | VOGUE                 |  |
| <b>Registration Number:</b>         | 0524621                                | SLUMBER TIME          |  |
| <b>Registration Number:</b>         | 0602721                                | BEAUTYREST            |  |
| <b>Registration Number:</b>         | 0672494                                | VANDERBILT            |  |
| <b>Registration Number:</b>         | 0732490                                | BELMONT               |  |
| <b>Registration Number:</b>         | 0813001                                | BACKCARE              |  |
| <b>Registration Number:</b>         | 0866628                                | WORLD OF SLEEP        |  |
| <b>Registration Number:</b>         | 0970738                                | MAXIPEDIC             |  |
| <b>Registration Number:</b>         | 1175204                                | SLUMBERLAND           |  |
|                                     |  | <b>TRADEMARK</b>      |  |

| <b>Property Type</b>        | <b>Number</b> | <b>Word Mark</b>    |
|-----------------------------|---------------|---------------------|
| <b>Registration Number:</b> | 1198771       | BEAUTY SLEEP        |
| <b>Registration Number:</b> | 1324591       | CARESSE             |
| <b>Registration Number:</b> | 1689575       | ALEXANDRIA          |
| <b>Registration Number:</b> | 1697653       | HARMONY             |
| <b>Registration Number:</b> | 1747133       | EMINENCE            |
| <b>Registration Number:</b> | 1779689       | AMERICUS            |
| <b>Registration Number:</b> | 1788183       | BEAUTYREST          |
| <b>Registration Number:</b> | 1833346       | BEAUTY-EDGE         |
| <b>Registration Number:</b> | 1898953       | WINDSOR             |
| <b>Registration Number:</b> | 1901372       | ROOSEVELT           |
| <b>Registration Number:</b> | 1904444       | BEAUTYREST          |
| <b>Registration Number:</b> | 1961293       | COLUMBIA            |
| <b>Registration Number:</b> | 1991332       | MYSTIC              |
| <b>Registration Number:</b> | 1993378       | PROVIDENCE          |
| <b>Registration Number:</b> | 2022446       | SIMMONS             |
| <b>Registration Number:</b> | 2036089       | CONTENDER           |
| <b>Registration Number:</b> | 2089232       | CHAMBOURG           |
| <b>Registration Number:</b> | 2146787       | SIMMONS             |
| <b>Registration Number:</b> | 2304404       | POCKET COIL         |
| <b>Registration Number:</b> | 2363836       | GLENDALE            |
| <b>Registration Number:</b> | 2478738       | POCKETED COIL       |
| <b>Registration Number:</b> | 2585251       | BEAUTYREST          |
| <b>Registration Number:</b> | 2717164       | WORLD CLASS         |
| <b>Registration Number:</b> | 2732503       | TRITON              |
| <b>Registration Number:</b> | 2791028       | BEAUTYREST          |
| <b>Registration Number:</b> | 2810380       | SIMMONS             |
| <b>Registration Number:</b> | 2826142       | SHOOTING STAR       |
| <b>Registration Number:</b> | 2826143       | LATITUDES           |
| <b>Registration Number:</b> | 2847323       | KENNEDY             |
| <b>Registration Number:</b> | 2884857       | DREAMWELL           |
| <b>Registration Number:</b> | 2912053       | SUPER POCKETED COIL |
| <b>Registration Number:</b> | 2992876       | S SIMMONS           |
| <b>Registration Number:</b> | 3189714       | MOISTUREBAN         |
| <b>Registration Number:</b> | 3189821       | COMFOR-PEDIC        |
| <b>Registration Number:</b> | 3228657       | BACKCARE BABY       |
| <b>Registration Number:</b> | 3344671       | SIMMONS KIDS        |
| <b>Registration Number:</b> | 3393270       | BEAUTYREST BLACK    |
| <b>Registration Number:</b> | 3534412       | BACKCARE            |

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 3591976 | BEAUTYREST           |
| Registration Number: | 3727951 | DEEP SLEEP           |
| Registration Number: | 3731745 | BEAUTYREST BLACK     |
| Registration Number: | 3731746 | BEAUTYREST BLACK     |
| Registration Number: | 3781905 | SIMMONS KIDS         |
| Registration Number: | 3796389 | BEAUTYREST STUDIO    |
| Registration Number: | 3986150 | COMFOR PEDIC LOFT    |
| Registration Number: | 4003287 | BEAUTYREST           |
| Registration Number: | 4003288 | BEAUTYREST           |
| Registration Number: | 4003289 | S SIMMONS            |
| Registration Number: | 4129530 | SMART RESPONSE       |
| Registration Number: | 4155720 | AIRCOOL              |
| Registration Number: | 4277101 | COMFORPEDIC          |
| Registration Number: | 4292646 | BEAUTYREST ELEMENTS  |
| Registration Number: | 4305102 | NUFLEX               |
| Registration Number: | 4339588 | S SIMMONS            |
| Registration Number: | 4339589 | BEAUTYREST           |
| Registration Number: | 4433044 | GELTOUCH             |
| Registration Number: | 4650294 | BEAUTYREST           |
| Registration Number: | 5019345 | SURFACECOOL          |
| Registration Number: | 5038097 | S SIMMONS            |
| Registration Number: | 5080259 | BEAUTYREST           |
| Registration Number: | 5150143 | BEAUTYCLOUD          |
| Registration Number: | 5180697 | COLUMBIA             |
| Registration Number: | 5191400 | BEAUTYREST           |
| Registration Number: | 5306966 | SIMMONS              |
| Registration Number: | 5330220 | SMARTMOTION          |
| Registration Number: | 5364594 | BEAUTYREST           |
| Registration Number: | 5365167 | BLACKICE             |
| Registration Number: | 5441931 | BEAUTYREST BLACK     |
| Registration Number: | 5530882 | BEAUTYREST SILVER    |
| Registration Number: | 5752215 | PRESSURESENSE        |
| Registration Number: | 5752243 | ACTIVPUR             |
| Registration Number: | 5846139 | INFINICOOL           |
| Registration Number: | 6047303 | ALLERCLEAR           |
| Registration Number: | 6067387 | CONTOURFIT           |
| Registration Number: | 6164748 | CLIMATERIGHT SURFACE |
| Registration Number: | 6164764 | BEAUTYREST           |

| Property Type        | Number  | Word Mark                               |
|----------------------|---------|---|
| Registration Number: | 6229706 | BEAUTYREST HARMONY LUX                  |
| Registration Number: | 6273292 | SIMMONS                                 |
| Registration Number: | 6283680 | BEAUTYSLEEP                             |
| Registration Number: | 6373891 | BEAUTYREST HARMONY                      |
| Registration Number: | 6531178 | SILKAIR                                 |
| Registration Number: | 6569831 | SIMM NS                                 |
| Registration Number: | 6699395 | ENDUROTECH                              |
| Registration Number: | 2927140 | AMERICA'S MATTRESS                      |
| Registration Number: | 3491355 | AMERICA'S MATTRESS                      |
| Registration Number: | 3684436 | FIVE STAR MATTRESS                      |
| Registration Number: | 4974255 | SLEEP SIMPLE                            |
| Registration Number: | 5286430 | TRANSFORM YOUR SLEEP                    |
| Registration Number: | 6471925 |   |
| Registration Number: | 6640060 | MOTION AIR                              |
| Registration Number: | 5337280 | TOMORROW                                |
| Registration Number: | 5722750 | TOMORROW                                |
| Registration Number: | 4616761 | TUFT & NEEDLE                           |
| Registration Number: | 4836760 | T&N                                     |
| Registration Number: | 6981977 | KIN                                     |
| Registration Number: | 4836761 | TUFT & NEEDLE                           |
| Registration Number: | 4964252 | TUFT & NEEDLE                           |
| Registration Number: | 5115227 | T&N ADAPTIVE                            |
| Registration Number: | 5143379 | WAKE UP BETTER                          |
| Registration Number: | 5173090 | SNOOZEDUES                              |
| Registration Number: | 5197050 | WE CHARGE WHAT WE NEED, NOT WHAT WE CAN |
| Registration Number: | 5229256 | &                                       |
| Registration Number: | 5233659 | T&N                                     |
| Registration Number: | 5242547 | TUFT & NEEDLE                           |
| Registration Number: | 5247908 | TN.COM                                  |
| Registration Number: | 5267021 | TUFT & NEEDLE                           |
| Registration Number: | 5305851 | & PILLOW                                |
| Registration Number: | 5316489 | & SHEETS                                |
| Registration Number: | 5394117 | TUFT & NEEDLE & PILLOW                  |
| Registration Number: | 5436262 | & POUCH                                 |
| Registration Number: | 5443885 | MATTRESS STORES ARE GREEDY              |
| Registration Number: | 5490964 | & FRAME                                 |
| Registration Number: | 5595965 | TUFT & NEEDLE                           |
| Registration Number: | 5604917 | T&N TUFT & NEEDLE TUFT & NEEDLE         |

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Registration Number: | 5612173  | TUFT & NEEDLE           |
| Registration Number: | 5617706  | T&N                     |
| Registration Number: | 5734184  | WAKE UP BETTER          |
| Registration Number: | 5763699  | &                       |
| Registration Number: | 6315824  | TN.COM                  |
| Registration Number: | 6686438  | TUFT & NEEDLE ORIGINAL  |
| Registration Number: | 6693488  | T&N ORIGINAL            |
| Registration Number: | 6757333  | MINT                    |
| Serial Number:       | 88777815 | BEYOND                  |
| Serial Number:       | 97824669 | BEAUTYREST              |
| Serial Number:       | 97807225 | SMART RESPONSE          |
| Serial Number:       | 97620459 | SLEEP FIRST CLASS       |
| Serial Number:       | 97588167 | MADISON AVENUE          |
| Serial Number:       | 97556595 | BEAUTYREST BLACK BEYOND |
| Serial Number:       | 97517904 | PALM SPRINGS            |
| Serial Number:       | 97696467 | RECHARGE                |
| Serial Number:       | 88777826 | BEYONDCOOL              |
| Serial Number:       | 88937758 | BEAUTYREST COMPLETE     |
| Serial Number:       | 90407798 | BEAUTYFOAM              |
| Serial Number:       | 97334031 | SLUMBERLAND             |
| Serial Number:       | 90498213 | TRUTH                   |
| Serial Number:       | 97838332 | T&N ADAPTIVE            |
| Serial Number:       | 97916389 | DREAMWELL               |

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: kimberlyflood@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gabriela Zapata

SIGNATURE: /Gabriela Zapata/

DATE SIGNED: 07/03/2023

Total Attachments: 31

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Additional names of conveying parties:

Name: Tuft & Needle, LLC  
Limited liability company - Delaware

Name: Serta Simmons Bedding, LLC  
Limited liability company – Delaware

Name: Tomorrow Sleep LLC  
Limited liability company – Delaware

Name: National Bedding Company, L.L.C.  
Limited liability company – Illinois



## ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 29, 2023 (this “Agreement”), by Dreamwell, Ltd., a Nevada corporation (“Dreamwell”), Tuft & Needle, LLC, a Delaware limited liability company (“Tuft & Needle”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“Top Borrower”), National Bedding Company, L.L.C., an Illinois limited liability company (“National Bedding”), Tomorrow Sleep LLC, a Delaware limited liability company (“Tomorrow Sleep”), SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing,” and together with Dreamwell, Tuft & Needle, Top Borrower, National Bedding and Tomorrow Sleep, each, a “Grantor” and collectively, “Grantors”) in favor of Wells Fargo Bank, National Association (“Wells Fargo”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain ABL Pledge and Security Agreement, dated as of June 29, 2023 (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 ABL Lenders (as defined below) have extended credit to the Top Borrower, National Bedding and SSB Manufacturing subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of June 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among, *inter alios*, Top Borrower, National Bedding and SSB Manufacturing, as borrowers, the Lenders from time to time party thereto (the “ABL Lenders”), and Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit 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). This Security Agreement shall be subject to the rules of construction set forth in Section 1.03 of the ABL Credit Agreement, and such rules of construction are incorporated herein by this reference, mutatis mutandis.

**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 and its successors and permitted assigns, on behalf of and for the 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 hereto; 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

[Signature Pages Follow]

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

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







By:   
Name: Kristen McGuffey  
Title: Chief Legal Officer and  
Secretary

**SCHEDULE I**





**TRADEMARK REGISTRATIONS**

| <b>OWNER</b>    | <b>REGISTRATION NO.</b> | <b>TRADEMARK</b>        |
|-----------------|-------------------------|-------------------------|
| Dreamwell, Ltd. | 7043013                 | <b>BEYOND</b>           |
| Dreamwell, Ltd. | 5504935                 | <b>INFINICOOL</b>       |
| Dreamwell, Ltd. | 0318383                 | DREAM SLEEP             |
| Dreamwell, Ltd. | 522243                  | VOGUE                   |
| Dreamwell, Ltd. | 524621                  | <b>SLUMBER<br/>TIME</b> |
| Dreamwell, Ltd. | 602721                  | <i>Beautyrest</i>       |
| Dreamwell, Ltd. | 672494                  | VANDERBILT              |
| Dreamwell, Ltd. | 732490                  | BELMONT                 |
| Dreamwell, Ltd. | 813001                  | BACKCARE                |
| Dreamwell, Ltd. | 866628                  | WORLD OF SLEEP          |
| Dreamwell, Ltd. | 970738                  | MAXIPEDIC               |
| Dreamwell, Ltd. | 1175204                 | SLUMBERLAND             |
| Dreamwell, Ltd. | 1198771                 | BEAUTY SLEEP            |
| Dreamwell, Ltd. | 1324591                 | CARESSE                 |
| Dreamwell, Ltd. | 1689575                 | ALEXANDRIA              |
| Dreamwell, Ltd. | 1697653                 | HARMONY                 |
| Dreamwell, Ltd. | 1747133                 | EMINENCE                |
| Dreamwell, Ltd. | 1779689                 | AMERICUS                |
| Dreamwell, Ltd. | 1788183                 | <i>Beautyrest</i>       |
| Dreamwell, Ltd. | 1833346                 | BEAUTY-EDGE             |
| Dreamwell, Ltd. | 1898953                 | WINDSOR                 |
| Dreamwell, Ltd. | 1901372                 | ROOSEVELT               |
| Dreamwell, Ltd. | 1904444                 | BEAUTYREST              |
| Dreamwell, Ltd. | 1961293                 | COLUMBIA                |
| Dreamwell, Ltd. | 1991332                 | MYSTIC                  |
| Dreamwell, Ltd. | 1993378                 | PROVIDENCE              |
| Dreamwell, Ltd. | 2022446                 | SIMMONS                 |

| OWNER           | REGISTRATION NO. | TRADEMARK   |
|-----------------|------------------|---|
| Dreamwell, Ltd. | 2036089          | CONTENDER   |
| Dreamwell, Ltd. | 2089232          | CHAMBOURG   |
| Dreamwell, Ltd. | 2146787          |    |
| Dreamwell, Ltd. | 2304404          | POCKET COIL   |
| Dreamwell, Ltd. | 2363836          | GLENDALE  |
| Dreamwell, Ltd. | 2478738          | POCKETED COIL   |
| Dreamwell, Ltd. | 2585251          | <i>Beautyrest</i>   |
| Dreamwell, Ltd. | 2717164          | WORLD CLASS   |
| Dreamwell, Ltd. | 2732503          | TRITON  |
| Dreamwell, Ltd. | 2791028          | BEAUTYREST  |
| Dreamwell, Ltd. | 2810380          | SIMMONS   |
| Dreamwell, Ltd. | 2826142          | SHOOTING STAR   |
| Dreamwell, Ltd. | 2826143          | LATITUDE  |
| Dreamwell, Ltd. | 2847323          | KENNEDY   |
| Dreamwell, Ltd. | 2884857          | DREAMWELL   |
| Dreamwell, Ltd. | 2912053          | SUPER POCKETED COIL   |
| Dreamwell, Ltd. | 2992876          |  |
| Dreamwell, Ltd. | 3189714          | MOISTUREBAN   |
| Dreamwell, Ltd. | 3189821          | COMFOR-PEDIC  |
| Dreamwell, Ltd. | 3228657          | BACKCARE BABY   |
| Dreamwell, Ltd. | 3344671          | SIMMONS KIDS  |
| Dreamwell, Ltd. | 3393270          | BEAUTYREST BLACK  |
| Dreamwell, Ltd. | 3534412          | BACKCARE  |
| Dreamwell, Ltd. | 3591976          | BEAUTYREST  |
| Dreamwell, Ltd. | 3727951          | DEEP SLEEP  |
| Dreamwell, Ltd. | 3731745          | BEAUTYREST BLACK  |
| Dreamwell, Ltd. | 3731746          | BEAUTYREST BLACK  |
| Dreamwell, Ltd. | 3781905          | SIMMONS KIDS  |
| Dreamwell, Ltd. | 3796389          | BEAUTYREST STUDIO   |
| Dreamwell, Ltd. | 3986150          | COMFOR PEDIC LOFT   |
| Dreamwell, Ltd. | 4003287          | <i>Beautyrest</i>   |

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| Dreamwell, Ltd. | 4003288          |    |
| Dreamwell, Ltd. | 4003289          |    |
| Dreamwell, Ltd. | 4129530          | SMART RESPONSE  |
| Dreamwell, Ltd. | 4155720          | AIRCOOL   |
| Dreamwell, Ltd. | 4277101          | ComforPedic   |
| Dreamwell, Ltd. | 4292646          | BEAUTYREST ELEMENTS   |
| Dreamwell, Ltd. | 4305102          | NUFLEX  |
| Dreamwell, Ltd. | 4339588          |    |
| Dreamwell, Ltd. | 4339589          |    |
| Dreamwell, Ltd. | 4433044          | GELTOUCH  |
| Dreamwell, Ltd. | 4650294          | BEAUTYREST  |
| Dreamwell, Ltd. | 5019345          | SURFACECOOL   |
| Dreamwell, Ltd. | 5038097          |  |
| Dreamwell, Ltd. | 5080259          | BEAUTYREST  |
| Dreamwell, Ltd. | 5150143          | BEAUTYCLOUD   |
| Dreamwell, Ltd. | 5180697          | COLUMBIA  |
| Dreamwell, Ltd. | 5191400          | BEAUTYREST  |
| Dreamwell, Ltd. | 5306966          | SIMMONS   |
| Dreamwell, Ltd. | 5330220          | SMARTMOTION   |
| Dreamwell, Ltd. | 5364594          |  |
| Dreamwell, Ltd. | 5365167          | BLACKICE  |
| Dreamwell, Ltd. | 5441931          | BEAUTYREST BLACK  |
| Dreamwell, Ltd. | 5530882          | BEAUTYREST SILVER   |
| Dreamwell, Ltd. | 5752215          | PRESSURESENSE   |
| Dreamwell, Ltd. | 5752243          | ACTIVPUR  |
| Dreamwell, Ltd. | 5846139          | INFINICOOL  |
| Dreamwell, Ltd. | 6047303          | ALLERCLEAR  |

| OWNER                            | REGISTRATION NO. | TRADEMARK   |
|----------------------------------|------------------|---|
| Dreamwell, Ltd.                  | 6067387          | CONTOURFIT  |
| Dreamwell, Ltd.                  | 6164748          | CLIMATERIGHT SURFACE  |
| Dreamwell, Ltd.                  | 6164764          | BEAUTYREST  |
| Dreamwell, Ltd.                  | 6229706          | BEAUTYREST HARMONY LUX  |
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| Dreamwell, Ltd.                  | 6373891          | BEAUTYREST HARMONY  |
| Dreamwell, Ltd.                  | 6531178          | SILKAIR   |
| Dreamwell, Ltd.                  | 6569831          | SIMMONS   |
| Dreamwell, Ltd.                  | 6699395          | ENDUROTECH  |
| National Bedding Company, L.L.C. | 2927140          |    |
| National Bedding Company, L.L.C. | 3491355          | AMERICA'S MATTRESS  |
| National Bedding Company, L.L.C. | 3684436          | FIVE STAR MATTRESS  |
| National Bedding Company, L.L.C. | 4974255          | SLEEP SIMPLE  |
| Serta Simmons Bedding, LLC       | 5286430          | TRANSFORM YOUR SLEEP  |
| Serta Simmons Bedding, LLC       | 6471925          |  |
| Serta Simmons Bedding, LLC       | 6640060          | MOTION AIR  |
| Tomorrow Sleep LLC               | 5337280          | TOMORROW  |
| Tomorrow Sleep LLC               | 5722750          | TOMORROW  |
| Tuft & Needle, LLC               | 4616761          | TUFT & NEEDLE   |
| Tuft & Needle, LLC               | 4836760          | T&N   |
| Tuft & Needle, LLC               | 6981977          | KIN   |
| Tuft & Needle, LLC               | 4836761          | TUFT & NEEDLE   |
| Tuft & Needle, LLC               | 4964252          | TUFT & NEEDLE   |
| Tuft & Needle, LLC               | 5115227          | T&N ADAPTIVE  |
| Tuft & Needle, LLC               | 5143379          | WAKE UP BETTER  |
| Tuft & Needle, LLC               | 5173090          | SNOOZEDUES  |

| OWNER              | REGISTRATION NO. | TRADEMARK   |
|--------------------|------------------|---|
| Tuft & Needle, LLC | 5197050          | WE CHARGE WHAT WE NEED, NOT WHAT WE CAN   |
| Tuft & Needle, LLC | 5229256          |    |
| Tuft & Needle, LLC | 5233659          | T&N   |
| Tuft & Needle, LLC | 5242547          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5247908          | TN.COM  |
| Tuft & Needle, LLC | 5267021          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5305851          | & PILLOW  |
| Tuft & Needle, LLC | 5316489          | & SHEETS  |
| Tuft & Needle, LLC | 5394117          |    |
| Tuft & Needle, LLC | 5436262          | & POUCH   |
| Tuft & Needle, LLC | 5443885          | MATTRESS STORES ARE GREEDY  |
| Tuft & Needle, LLC | 5490964          | & FRAME   |
| Tuft & Needle, LLC | 5595965          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5604917          |  |
| Tuft & Needle, LLC | 5612173          | TUFT & NEEDLE   |
| Tuft & Needle, LLC | 5617706          | T&N   |
| Tuft & Needle, LLC | 5734184          | WAKE UP BETTER  |
| Tuft & Needle, LLC | 5763699          |  |
| Tuft & Needle, LLC | 6315824          | TN.COM  |
| Tuft & Needle, LLC | 6686438          | TUFT & NEEDLE ORIGINAL  |
| Tuft & Needle, LLC | 6693488          | T&N ORIGINAL  |
| Tuft & Needle, LLC | 6757333          | MINT  |

## TRADEMARK APPLICATIONS



| <b>OWNER</b>       | <b>APPLICATION NO.</b> | <b>TRADEMARK</b>           |
|--------------------|------------------------|----------------------------|
| Dreamwell, Ltd.    | 88777815               | BEYOND                     |
| Dreamwell, Ltd.    | 97824669               | BEAUTYREST                 |
| Dreamwell, Ltd.    | 97807225               | SMART RESPONSE             |
| Dreamwell, Ltd.    | 97620459               | SLEEP FIRST CLASS          |
| Dreamwell, Ltd.    | 97588167               | MADISON AVENUE             |
| Dreamwell, Ltd.    | 97556595               | BEAUTYREST BLACK<br>BEYOND |
| Dreamwell, Ltd.    | 97517904               | PALM SPRINGS               |
| Dreamwell, Ltd.    | 97696467               | RECHARGE                   |
| Dreamwell, Ltd.    | 88777826               | BEYONDCOOL                 |
| Dreamwell, Ltd.    | 88937758               | BEAUTYREST COMPLETE        |
| Dreamwell, Ltd.    | 90407798               | BEAUTYFOAM                 |
| Dreamwell, Ltd.    | 97334031               | SLUMBERLAND                |
| Tuft & Needle, LLC | 90498213               | TRUTH                      |
| Tuft & Needle, LLC | 97838332               | T & N ADAPTIVE             |
| Dreamwell, Ltd.    | 97916389               | DREAMWELL                  |

**SCHEDULE II****ISSUED PATENTS**

| <b>OWNER</b>     | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|------------------|-------------------|---|
| Dreamwell, Ltd.  | 11395550          | MATTRESS TOPPER INCLUDING CONVOLUTED FOAM LAYER                         |
| Dreamwell, Ltd.  | 10051970          | ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION                       |
| Dreamwell, Ltd.  | 10111530          | ADJUSTABLE MATTRESS FOUNDATION AND PROCESS OF USE                       |
| Dreamwell, Ltd.  | 10172474          | MATTRESS MANUFACTURING PROCESS AND APPARATUS                            |
| Dreamwell, Ltd.  | 10182662          | ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES                        |
| Dreamwell, Ltd.  | 10271661          | CUSHIONS INCLUDING FLAT SPRINGS   |
| Dreamwell, Ltd.  | 10272611          | MATTRESS MANUFACTURING PROCESS AND APPARATUS                            |
| Dreamwell, Ltd.  | 10357113          | HYBRID MATTRESS ASSEMBLIES  |
| Dreamwell, Ltd.  | 10365638          | SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING                 |
| Dreamwell, Ltd.  | 10463164          | ADJUSTABLE MATTRESS FOUNDATION  |
| Dreamwell, Ltd.  | 10455950          | MATTRESS MANUFACTURING PROCESS AND APPARATUS                            |
| Dreamwell, Ltd.  | 10506884          | ADJUSTABLE FOUNDATION   |
| Dreamwell, Ltd.  | 10517407          | ADJUSTABLE COMFORT MATTRESS SYSTEM AND PROCESSES                        |
| Dreamwell, Ltd.  | 10525557          | AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS                  |
| Dreamwell, Ltd.  | 10537184          | SPLIT ADJUSTABLE MATTRESS FOUNDATION FOR MULTIPLE USERS                 |
| Dreamwell, Ltd.  | 10537185          | ACCELERATED CALIBRATION SYSTEM FOR A SMART RESPONSE TECHNOLOGY MATTRESS |
| WCW Incorporated |                   |   |
| Dreamwell, Ltd.  | 10548410          | FIRMNESS CONTROL FOR A SMART RESPONSE TECHNOLOGY BODY SUPPORT           |

| <b>OWNER</b>    | <b>PATENT NO.</b> | <b>DESCRIPTION</b>   |
|-----------------|-------------------|--|
| Dreamwell, Ltd. | 10568434          | ADJUSTABLE FOUNDATION  |
| Dreamwell, Ltd. | 10575653          | MATTRESS ASSEMBLY INCLUDING THERMALLY CONDUCTIVE FOAM LAYER  |
| 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. | 10696540          | COIL STRING STAGING AREA APPARATUS AND METHOD  |
| Dreamwell, Ltd. | 10716409          | SMART RESPONSE TECHNOLOGY MATTRESS   |
| Dreamwell, Ltd. | 10973336          | ADJUSTABLE SUPPORT LEGS FOR A MATTRESS FOUNDATION  |
| Dreamwell, Ltd. | 11019934          | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS  |
| Dreamwell, Ltd. | 11058228          | FIRE RESISTANT PANEL INCLUDING VERTICALLY ORIENTED FIRE RETARDANT TREATED FIBERS AND AN ADAPTIVE COVERING MATERIAL |
| Dreamwell, Ltd. | 11089879          | TEMPERATURE MANAGEMENT BEDDING SYSTEMS   |
| Dreamwell, Ltd. | 11103082          | MATTRESS ASSEMBLIES INCLUDING A HYBRID POSTURE SUPPORT SYSTEM  |
| Dreamwell, Ltd. | 11105040          | BEDDING PRODUCT INCLUDING COMPOSITE LAYER AND METHOD OF MANUFACTURE  |
| Dreamwell, Ltd. | 11116322          | SPLIT ADJUSTABLE MATTRESS FOUNDATION FOR MULTIPLE USERS  |
| Dreamwell, Ltd. | 11122910          | MULTI-LAYERED CONVOLUTED FOAM LAYER  |
| Dreamwell, Ltd. | 11134789          | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS  |
| Dreamwell, Ltd. | 11202515          | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS  |

| <b>OWNER</b>    | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------|-------------------|---|
| Dreamwell, Ltd. | 11259647          | MATTRESS WITH CROWNED PANEL   |
| Dreamwell, Ltd. | 11266352          | MONITORING METHODS AND CUSHIONING STRUCTURES                                      |
| Dreamwell, Ltd. | 11297954          | MATTRESS PANELS INCLUDING FLAME RETARDANT FIBERS                                  |
| Dreamwell, Ltd. | 6931685           | ONE-SIDED MATTRESS  |
| Dreamwell, Ltd. | 6983499           | ADJUSTABLE BED SHIELDS  |
| Dreamwell, Ltd. | 7017205           | PLASTIC MATTRESS FOUNDATION   |
| Dreamwell, Ltd. | 7165282           | HINGED FOAM ASSEMBLY FOR MATTRESS MANUFACTURING                                   |
| Dreamwell, Ltd. | 7174583           | ADJUSTABLE HEIGHT FOUNDATION  |
| Dreamwell, Ltd. | 7174613           | METHOD FOR MANUFACTURING A FOAM CORE HAVING CHANNEL CUTS                          |
| Dreamwell, Ltd. | 7200884           | MATTRESS ASSEMBLY AND MANUFACTURING PROCESS FOR A MATTRESS USING ADHESIVE PATCHES |
| Dreamwell, Ltd. | 7370380           | MATTRESS WITH REMOVABLE TOP   |
| Dreamwell, Ltd. | 7395568           | SELF-CONTAINED ARTICULATED MATTRESS   |
| Dreamwell, Ltd. | 7418753           | ONE-SIDED MATTRESS  |
| Dreamwell, Ltd. | 7587775           | MATTRESS WITH REMOVABLE TOP   |
| Dreamwell, Ltd. | 7690096           | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY                                 |
| Dreamwell, Ltd. | 7748066           | MATTRESS CENTER RIDGE COMPENSATOR   |
| Dreamwell, Ltd. | 7814594           | ONE-SIDED MATTRESS  |
| Dreamwell, Ltd. | 7827637           | MATTRESS WITH FLAME RESISTANT MOISTURE BARRIER                                    |
| Dreamwell, Ltd. | 7849542           | MATTRESSES HAVING FLAME RESISTANT PANEL   |
| Dreamwell, Ltd. | 7992240           | MATTRESS WITH PIVOTING MEMBER ATTACHED TO ADJUSTABLE BED FRAME                    |
| Dreamwell, Ltd. | 8006529           | METHODS FOR MANUFACTURING COIL SPRINGS  |
| Dreamwell, Ltd. | 8033231           | PANEL QUILT MACHINE WITH FEEDER PROVIDING REDUCED DOWNTIME                        |

| <b>OWNER</b>    | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------|-------------------|---|
| Dreamwell, Ltd. | 8099811           | MULTI-STRANDED COIL SPRING  |
| Dreamwell, Ltd. | 8181293           | MATTRESS WITH REMOVABLE TOP   |
| Dreamwell, Ltd. | 8307482           | MATTRESS OR MATTRESS PAD WITH GEL SECTION                                     |
| Dreamwell, Ltd. | 8356372           | SYSTEMS AND METHODS FOR HINGED BEDDING ASSEMBLIES                             |
| Dreamwell, Ltd. | 8414732           | MATTRESSES HAVING FLAME RESISTANT PANEL                                       |
| Dreamwell, Ltd. | 8474805           | MICROALLOYED SPRING   |
| Dreamwell, Ltd. | 8490231           | SYSTEMS, METHODS AND DESIGNS FOR HANDLES IN FURNITURE                         |
| Dreamwell, Ltd. | 8689380           | MULTI-STRANDED COIL SPRING  |
| Dreamwell, Ltd. | 8800979           | SYSTEMS AND METHODS FOR CUSHION SUPPORTS                                      |
| Dreamwell, Ltd. | 8813279           | MATTRESSES AND MATTRESS FOUNDATIONS   |
| Dreamwell, Ltd. | 8832888           | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW                         |
| Dreamwell, Ltd. | 8893337           | FIRE RESISTANT FLANGE FOR REMOVABLE TOP PANELS FOR USE IN MATTRESS ASSEMBLIES |
| Dreamwell, Ltd. | 8904578           | MULTI-PIECE MATTRESS SUPPORTING FOUNDATION                                    |
| Dreamwell, Ltd. | 8919752           | MICROALLOYED SPRING   |
| Dreamwell, Ltd. | 8979079           | SPRING COILS FOR INNERSPRING ASSEMBLIES AND METHODS OF MANUFACTURE            |
| Dreamwell, Ltd. | 8984690           | MATTRESS AND SIDE RAIL ASSEMBLY WITH HIGH AIRFLOW                             |
| Dreamwell, Ltd. | 9003580           | MATTRESS DISPLAY  |
| Dreamwell, Ltd. | 9119478           | DUAL-SPRING PLUNGER FOR A PLUNGER MATRIX MATTRESS                             |
| Dreamwell, Ltd. | 9145479           | ODORLESS FOAM MATTRESS ASSEMBLY   |
| Dreamwell, Ltd. | 9158141           | THERMALLY ACTIVATED MATTRESS COVER AND DISPLAY                                |
| Dreamwell, Ltd. | 9161634           | ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS                         |

| <b>OWNER</b>    | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------|-------------------|---|
| Dreamwell, Ltd. | 9192245           | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW                               |
| Dreamwell, Ltd. | 9205483           | METHODS FOR MANUFACTURING COIL SPRINGS  |
| Dreamwell, Ltd. | 9226591           | PLUNGER FOR A PLUNGER MATRIX MATTRESS   |
| Dreamwell, Ltd. | 9259097           | FOLDING PLUNGER MATRIX MATTRESS   |
| Dreamwell, Ltd. | 9301622           | SHELL FOR MATTRESS FOR ADJUSTABLE BED   |
| Dreamwell, Ltd. | 9314108           | PLUNGER MATRIX MATTRESS ASSEMBLIES  |
| Dreamwell, Ltd. | 9314109           | MODULAR PLUNGER MATRIX MATTRESS   |
| Dreamwell, Ltd. | 9326616           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS                               |
| Dreamwell, Ltd. | 9427091           | MICROALLOYED SPRING   |
| Dreamwell, Ltd. | 9498069           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| Dreamwell, Ltd. | 9504332           | HYBRID MATTRESS ASSEMBLIES  |
| Dreamwell, Ltd. | 9546016           | MATTRESS DISPLAY PACKAGING AND DISPLAY CONTAINER                                    |
| Dreamwell, Ltd. | 9592005           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS                              |
| Dreamwell, Ltd. | 9592006           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS                              |
| Dreamwell, Ltd. | 9592845           | STAGING CART FOR TRANSPORTING MATTRESSES  |
| Dreamwell, Ltd. | 9603460           | SYSTEMS AND METHODS FOR MANUFACTURING SPRINGS WITH FOAM CHARACTERISTICS             |
| Dreamwell, Ltd. | 9622590           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| Dreamwell, Ltd. | 9635950           | DISPLAY DEVICE FOR A PLUNGER MATRIX MATTRESS  |
| Dreamwell, Ltd. | 9640167           | SMART PILLOWS AND PROCESSES FOR PROVIDING ACTIVE NOISE CANCELLATION AND BIOFEEDBACK |

| <b>OWNER</b>    | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------|-------------------|---|
| Dreamwell, Ltd. | 9642472           | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY   |
| Dreamwell, Ltd. | 9645063           | APPARATUS AND PROCESS FOR MEASURING VISCOELASTIC FOAM COMPRESSION RECOVERY                    |
| Dreamwell, Ltd. | 9657800           | SYSTEMS AND METHODS FOR CUSHION SUPPORTS  |
| Dreamwell, Ltd. | 9734815           | PILLOW SET WITH SNORING NOISE CANCELLATION  |
| Dreamwell, Ltd. | 9756953           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS   |
| Dreamwell, Ltd. | 9756959           | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| Dreamwell, Ltd. | 9833081           | MATTRESS WITH FLEXIBLE PRESSURE SENSOR  |
| Dreamwell, Ltd. | 9833188           | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS  |
| Dreamwell, Ltd. | 9839301           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| Dreamwell, Ltd. | 9854921           | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS   |
| Dreamwell, Ltd. | 9861207           | WAVE SPRINGS AND CUSHIONING ARTICLES CONTAINING THE SAME                                      |
| Dreamwell, Ltd. | 9862553           | MATTRESS MANUFACTURING PROCESS AND APPARATUS  |
| Dreamwell, Ltd. | 9865243           | PILLOW SET WITH SNORING NOISE CANCELLATION  |
| Dreamwell, Ltd. | 9886698           | AUGMENTED REALITY PRODUCT BROCHURE APPLICATION  |
| Dreamwell, Ltd. | 9901184           | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| Dreamwell, Ltd. | 9901185           | MATTRESS INCLUDING FLAT SPRINGS   |
| Dreamwell, Ltd. | D621197           | MATTRESS  |
| Dreamwell, Ltd. | D655938           | ADJUSTABLE BASE FOR A BED   |

| <b>OWNER</b>                          | <b>PATENT NO.</b> | <b>DESCRIPTION</b>  |
|---------------------------------------|-------------------|---|
| Dreamwell, Ltd.                       | D655965           | FOOT PROTECTOR FOR A MATTRESS WITH A REVEAL   |
| Dreamwell, Ltd.                       | D661925           | COIL SPRING   |
| Dreamwell, Ltd.                       | D677965           | MATTRESS INCLUDING A MATTRESS HANDLE  |
| Dreamwell, Ltd.                       | D680358           | MATTRESS INCLUDING A MATTRESS HANDLE  |
| Dreamwell, Ltd.                       | D681980           | ASYMMETRIC COIL SPRING  |
| Dreamwell, Ltd.                       | D683992           | MATTRESS HAVING A PATTERNED BORDER ABOUT A PERIMETER OF A TOP SURFACE OF THE MATTRESS |
| Dreamwell, Ltd.                       | D707060           | MATTRESS AND FOUNDATION   |
| Dreamwell, Ltd.                       | D707061           | MATTRESS  |
| Dreamwell, Ltd.                       | D712682           | MATTRESS BORDER   |
| Dreamwell, Ltd.                       | D731820           | MATTRESS  |
| Dreamwell, Ltd.                       | D787861           | MATTRESS  |
| Dreamwell, Ltd.                       | D794357           | MATTRESS  |
| Dreamwell, Ltd.                       | D804855           | MATTRESS  |
| Dreamwell, Ltd.                       | D873584           | FABRIC FOOT PROTECTOR FOR A MATTRESS  |
| Dreamwell, Ltd.                       | D888464           | FOOT PROTECTOR FOR A MATTRESS   |
| National Bedding Company, LLC         | 11013344          | MATTRESS AND ADJUSTABLE FOUNDATION SELECTION SYSTEM AND PROCESS                       |
| Tuft & Needle, LLC                    | 11026518          | MATTRESS CARRIER  |
| Tuft & Needle, LLC                    | D848176           | BED FRAME   |
| Tuft & Needle, LLC                    | D866234           | BED FRAME   |
| Tuft & Needle, LLC<br>Fosbrooke, Inc. | D903364           | BED FRAME   |
| Tuft & Needle, LLC<br>Fosbrooke, Inc. | D909794           | MATTRESS COVER  |
| Tuft & Needle, LLC                    | D950984           | MATTRESS COVER  |
| Tuft & Needle, LLC                    | D955063           | BED   |
| Dreamwell, Ltd.                       | 11452383          | MATTRESS WITH CROWNED PANEL   |



| <b>OWNER</b>       | <b>PATENT NO.</b> | <b>DESCRIPTION</b>                                       |
|--------------------|-------------------|--|
| Dreamwell, Ltd.    | 11583101          | MATTRESS OR MATTRESS PAD WITH GEL SECTION                |
| Dreamwell, Ltd.    | 11622635          | MATTRESS ASSEMBLY  |
| Tuft & Needle, LLC | 11564374          | PET RESTING STRUCTURE AND METHODS OF FABRICATION THEREOF |

#### **PATENT APPLICATIONS**

| <b>APPLICANT</b>  | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|-------------------|------------------------|---|
| Could not confirm | 29/760247              | BED FRAME   |
| Dreamwell, Ltd.   | 15/683854              | MATTRESS FOUNDATION AND PROCESS OF MANUFACTURE  |
| Dreamwell, Ltd.   | 16/276382              | MATTRESS ASSEMBLIES INCLUDING AT LEAST ONE PANEL INCLUDING PHASE CHANGE MATERIALS                 |
| Dreamwell, Ltd.   | 17/012616              | SLEEP CONCIERGE   |
| Dreamwell, Ltd.   | 17/217313              | MATTRESS ASSEMBLIES INCLUDING ANTIVIRAL PROTECTION  |
| Dreamwell, Ltd.   | 17/482748              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| Dreamwell, Ltd.   | 18/168952              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| Dreamwell, Ltd.   | 17/340187              | COMPRESSIBLE MATTRESS   |
| Dreamwell, Ltd.   | 17/004703              | COMPRESSIBLE MATTRESS   |
| Dreamwell, Ltd.   | 17/544079              | ACTIVE COMFORT CONTROLLED BEDDING SYSTEMS   |
| Dreamwell, Ltd.   | 16/741888              | MATTRESS ASSEMBLIES INCLUDING AT LEAST ONE ENCAPSUALTED PANEL INCLUDING A HEAT ABSORBING MATERIAL |
| Dreamwell, Ltd.   | 17/708040              | INTERACTIVE POWERED BEDDING SYSTEMS FOR CHILDREN  |

| <b>APPLICANT</b> | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|------------------|------------------------|---|
| Dreamwell, Ltd.  | 17/708041              | ARTICULATING BEDDING SYSTEMS INCLUDING CLEAN AIR ADJUSTABLE FOUNDATIONS AND PROCESSES   |
| Dreamwell, Ltd.  | 17/708042              | ARTICULATING BEDDING SYSTEMS  |
| Dreamwell, Ltd.  | 17/510889              | BEDDING COMPONENTS INCLUDING A CONVOLUTED FOAM LAYER  |
| Dreamwell, Ltd.  | 29/754174              | MATTRESS INCLUDING MATTRESS HANDLES   |
| Dreamwell, Ltd.  | 17/708043              | METHODS AND SYSTEMS FOR ASSET TAGGING BEDDING COMPONENTS AND/OR ACCESSORIES IN A DEFINED ENVIRONMENT                                    |
| Dreamwell, Ltd.  | 18/053887              | COMPRESSIBLE MATTRESS PACKAGE INCLUDING HUMIDIFYING AGENT   |
| Dreamwell, Ltd.  | 18/055001              | BEDDING COMPONENTS INCLUDING A DESICCANT  |
| Dreamwell, Ltd.  | 17/552320              | BEDDING COMPONENTS INCLUDING ADDITIVELY MANUFACTURED POLYMERIC LATTICE STRUCTURES   |
| Dreamwell, Ltd.  | 17/379186              | REVERSIBLE MATTRESS TOPPER  |
| Dreamwell, Ltd.  | 17/745282              | CONTIGUOUS MATTRESS SYSTEM FOR ADJUSTABLE BASE FOUNDATION   |
| Dreamwell, Ltd.  | 17/388546              | HYBRID SIDE RAIL ASSEMBLIES AND MATTRESSES INCLUDING THE SAME   |
| Dreamwell, Ltd.  | 17/479622              | MATTRESS ASSEMBLIES INCLUDING PHASE CHANGE MATERIALS  |
| Dreamwell, Ltd.  | 17/488829              | MATTRESS ASSEMBLIES INCLUDING PHASE CHANGE MATERIALS AND PROCESSES TO DISSIPATE THERMAL LOAD ASSOCIATED WITH THE PHASE CHANGE MATERIALS |

| <b>APPLICANT</b>           | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|----------------------------|------------------------|---|
| Dreamwell, Ltd.            | 17/494271              | MULTILAYER MATTRESS ASSEMBLY AND MANUFACTURING PROCESS  |
| Dreamwell, Ltd.            | 17/568765              | REMOVABLE MATTRESS TOPPER WITH VIBRATING UNITS  |
| Dreamwell, Ltd.            | 17/709969              | ADJUSTABLE FIRMNESS MATTRESS ASSEMBLIES   |
| Dreamwell, Ltd.            | 17/695090              | MATTRESS ASSEMBLIES INCLUDING AN ORTHOTIC LAYER AND PROCESSES FOR FORMING THE SAME                            |
| Dreamwell, Ltd.            | 29/837989              | MATTRESS  |
| Dreamwell, Ltd.            | 29/841410              | MATTRESS  |
| Dreamwell, Ltd.            | 29/837990              | MATTRESS  |
| Dreamwell, Ltd.            | 29/835906              | MATTRESS  |
| Dreamwell, Ltd.            | 29/839075              | MATTRESS  |
| Dreamwell, Ltd.            | 29/836837              | MATTRESS  |
| Dreamwell, Ltd.            | 63/340076              | MATTRESS ASSEMBLY INCLUDING COIL INNERSPRING UNITS, COIL INNERSPRING UNITS, AND PROCESSES FOR MAKING THE SAME |
| Dreamwell, Ltd.            | 17/709972              | HYBRID MATTRESS CORE ASSEMBLIES   |
| Dreamwell, Ltd.            | 29/836838              | MATTRESS  |
| Dreamwell, Ltd.            | 63/356669              | INTEGRATED HANDLE FOR A MATTRESS ASSEMBLY   |
| Dreamwell, Ltd.            | 17/822561              | MATTRESS ASSEMBLY WITH REDUCED HEAT INDEX   |
| Serta Simmons Bedding, LLC | 63/487423              | MATTRESS ASSEMBLY AND/OR PILLOWS INCLUDING AT LEAST ONE AUXETIC FOAM LAYER                                    |
| Tuft & Needle, LLC         | 29/872795              | MATTRESS INCLUDING A REMOVABLE COVER  |

| <b>APPLICANT</b>   | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|--|------------------------|---|
| Tuft & Needle, LLC   | 29/872794              | MATTRESS INCLUDING A REMOVABLE COVER  |
| Tuft & Needle, LLC   | 29/872793              | MATTRESS INCLUDING A REMOVABLE COVER  |
| Dreamwell, Ltd.  | 29/872790              | MATTRESS COVER  |
| Dreamwell, Ltd.  | 29/872791              | MATTRESS COVER  |
| Dreamwell, Ltd.  | 29/872792              | MATTRESS COVER  |
| Dreamwell, Ltd.<br>Georgia Tech Research Corporation       | 17/516115              | MATTRESS ASSEMBLIES AND COMPONENTS INCLUDING PHASE CHANGE   |
| 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   |
| Tuft & Needle, LLC   | 15/891887              | FLAME RETARDANT COVER   |
| Tuft & Needle, LLC   | 17/226826              | MATTRESS CARRIER  |
| Soft-Tex International, Inc.<br>Serta Simmons Bedding, LLC | PCT/US2022/026427      | MATTRESSES, CUSHIONS, AND BODY-SUPPORT PADS OR MATS WITH DEFORMABLE WALLS HAVING FIBER STRANDS EMBEDDED THEREIN |
| STI (ABC), LLC<br>Serta Simmons Bedding, LLC               | 17/729357              | MATTRESSES, CUSHIONS, AND BODY-SUPPORT PADS OR MATS WITH DEFORMABLE WALLS HAVING FIBER STRANDS EMBEDDED THEREIN |

| <b>APPLICANT</b> | <b>APPLICATION NO.</b> | <b>DESCRIPTION</b>  |
|------------------|------------------------|---|
| Dreamwell, Ltd.  | PCT/US2022/032666      | BEDDING COMPONENTS INCLUDING<br>ADDITIVELY MANUFACTURED<br>POLYMERIC LATTICE STRUCTURES |

**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

| <b>OWNER</b>                 | <b>REGISTRATION NO.</b> | <b>TITLE</b>  |
|------------------------------|-------------------------|---|
| National Bedding Company LLC | SR0000627763            | America's mattress 60 seconds jingle.                 |
| National Bedding Company LLC | SR0000628184            | America's mattress jingle - 30 seconds.               |
| Serta Simmons Bedding, LLC   | VAu001388449            | Serta Simmons Turtle                                  |
| SSB Manufacturing Company    | PA0000772109            | Dropping the ball                                     |
| SSB Manufacturing Company    | TX0000189653            | Beautyrest by Simmons. The physical fitness mattress. |
| SSB Manufacturing Company    | TX0003673900            | EOS equation of sleep                                 |
| SSB Manufacturing Company    | TX0003673901            | Sleep logic series                                    |
| SSB Manufacturing Company    | TX0003673902            | Beautyrest : The do-not-disturb mattress              |
| SSB Manufacturing Company    | TX0004093428            | Dropping the ball                                     |
| SSB Manufacturing Company    | TX0004093430            | It's never too early to start caring for your back.   |
| SSB Manufacturing Company    | TX0004752706            | Simmons truckload sale                                |
| SSB Manufacturing Company    | VA0000735511            | BackCare floating man                                 |
| Tuft & Needle, LLC           | PA0002004406            | T&N Adaptive Foam Video.                              |
| Tuft & Needle, LLC           | PA0002004408            | The Truth: Layers Video.                              |
| Tuft & Needle, LLC           | PA0002004480            | Wake Up Better: Assembly Video.                       |
| Tuft & Needle, LLC           | PA0002004481            | Making of a Mattress: Design Video.                   |
| Tuft & Needle, LLC           | PA0002004483            | We Are Fixers: Online Video.                          |
| Tuft & Needle, LLC           | TX0008282833            | Our Story Page.                                       |
| Tuft & Needle, LLC           | TX0008282857            | The Truth Page.                                       |

| <b>OWNER</b>       | <b>REGISTRATION NO.</b> | <b>TITLE</b>                   |
|--------------------|-------------------------|--------------------------------|
| Tuft & Needle, LLC | TX0008285606            | Tuft & Needle Home Page.       |
| Tuft & Needle, LLC | VA0002012578            | Classic Bed Photo.             |
| Tuft & Needle, LLC | VA0002013163            | Setup Diagram.                 |
| Tuft & Needle, LLC | VA0002013178            | Death of the Salesman Diagram. |
| Tuft & Needle, LLC | VA0002015462            | Compatible Diagram.            |
| Tuft & Needle, LLC | VA0002016570            | 5 Reasons Artwork.             |
| Tuft & Needle, LLC | VAu001254454            | Social Responsibility Artwork. |

**COPYRIGHT APPLICATIONS**

None.

**EXHIBIT A**

**[FORM OF]  
ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this "IP Security Agreement Supplement"), by [●] ([each, a][the] "Grantor") in favor of Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain ABL Pledge and Security Agreement, dated as of June 29, 2023 (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 ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of June 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), by and among, *inter alios*, 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 "ABL Lenders") and Wells Fargo, 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 ABL Credit Agreement, the [Grantor][Grantors] and the Administrative Agent have entered into that certain ABL Intellectual Property Security Agreement, dated as of June 29, 2023 (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, [each][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 has 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 and 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][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 hereto; 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

[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> |
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**TRADEMARK APPLICATIONS**

| <b>APPLICANT</b> | <b>SERIAL NUMBER</b> | <b>TRADEMARK</b> |
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**SCHEDULE II**

**PATENT REGISTRATIONS**

| <b>REGISTERED OWNER</b> | <b>PATENT NUMBER</b> | <b>DESCRIPTION</b> |
|-------------------------|----------------------|--------------------|
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**PATENT APPLICATIONS**

| <b>APPLICANT</b> | <b>APPLICATION NUMBER</b> | <b>DESCRIPTION</b> |
|------------------|---------------------------|--------------------|
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**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

| <b>REGISTERED OWNER</b> | <b>REGISTRATION NUMBER</b> | <b>TITLE</b> |
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**COPYRIGHT APPLICATIONS**

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