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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Re. 633
OMB No. 0651-0011 exp. 4-94

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Simmons Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of Conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: UBS A.G., Stamford Branch
 Internal Address: _____
 Street Address: 677 Washington Blvd., 8th Floor
 City: Stamford State: CT ZIP: 06901

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Swiss corporation
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 28, 1998

Application number(s) or Registration number(s): See attached schedule

A. Trademark Application No.(s) B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elaine D. Ziff, Esq.
 Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP
 Street Address: 919 Third Avenue
 City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 328

7. Total fee (37 CFR 3.41)..... \$ 5715.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

11/27/1998 DNGUYEN 00000017 2030907 DO NOT USE THIS SPACE

01 FC-481 40.00 DP
 02 FC-482 Payment and signature. 5675.00 DP
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristine Fyfe [Signature] 10/11/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 127

Mail documents to be recorded with required cover sheet information to:
TRADEMARK
REEL: 1815 FRAME: 0001

ADDITIONAL CONVEYING PARTIES

SIMMONS HOLDINGS, INC.

SIMMONS INTERNATIONAL HOLDING COMPANY, INC.

SCHEDULE A**PLEDGE AND SECURITY AGREEMENT**

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
ACHIEVER	2,030,907	1-14-97	SIMMONS COMPANY
ADJUSTABLEBED AND DESIGN	1,696,129	6-23-92	SIMMONS COMPANY
ADJUSTO-REST	545,312	7-17-51	SIMMONS COMPANY
ALBUM	730,415	4-24-62	SIMMONS UPHOLSTERED FURNITURE INC.
ALEXANDER	1,988,643	7-23-96	SIMMONS COMPANY
ALEXANDRIA	1,689,575	5-26-92	SIMMONS COMPANY
AMBASSADOR	525,694	5-30-50	SIMMONS COMPANY
AMERICA'S BEST	1,645,686	5-21-91	SIMMONS COMPANY
AMERICUS	1,779,689	6-29-93	SIMMONS COMPANY
ASTORIA	74/629,664	2-3-95	SIMMONS COMPANY
BABY BEAUTYREST BACK CARE IV	1,324,572	3-12-85	SIMMONS COMPANY
BABY BEAUTY	420,150	3-26-46	SIMMONS COMPANY
BACK GUARD	1,154,910	5-19-81	SIMMONS COMPANY
BACK-O-PEDIC	982,543	4-23-74	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BACKCARE	813,001	8-16-66	SIMMONS COMPANY
BEAUTIFUL FEELINGS	1,162,779	7-28-81	SIMMONS COMPANY
BEAUTY COMFORT	1,832,218	4-19-94	SIMMONS COMPANY
BEAUTY CLOUD	1,378,122	1-14-86	SIMMONS COMPANY
BEAUTY BORDER	1,922,062	9-26-95	SIMMONS COMPANY
BEAUTY SLEEP	1,198,771	6-22-82	SIMMONS COMPANY
BEAUTY SLEEP	1,904,445	7-11-95	SIMMONS COMPANY
BEAUTY SLEEP	1,904,446	7-11-95	SIMMONS COMPANY
BEAUTY SLEEP LUMBAR SUPPORT	1,854,201	9-13-94	SIMMONS COMPANY
BEAUTY-EDGE	1,833,346	4-26-94	SIMMONS COMPANY
BEAUTYFIL	1,710,061	8-25-92	SIMMONS COMPANY
BEAUTYFOAM	566,513	11-11-52	SIMMONS COMPANY
BEAUTYLOFT	1,710,062	8-25-92	SIMMONS COMPANY
BEAUTYREST	512,535	7-19-49	SIMMONS UPHOLSTERED FURNITURE INC.
BEAUTYREST	621,296	2-14-56	SIMMONS UPHOLSTERED FURNITURE INC.
BEAUTYREST	602,721	3-1-55	SIMMONS UPHOLSTERED FURNITURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BEAUTYREST	207,821	1-12-26	SIMMONS UPHOLSTERED FURNITURE INC.
BEAUTYREST	2,010,820	10-22-96	SIMMONS COMPANY
BEAUTYREST CLASSIC	1,814,452	12-28-93	SIMMONS COMPANY
BEAUTYREST CONTINENTAL	1,404,977	8-12-86	SIMMONS COMPANY
BEAUTYREST ELITE	1,785,577	8-3-93	SIMMONS COMPANY
BEAUTYREST FEELINGS	1,183,799	12-29-81	SIMMONS COMPANY
BEAUTYREST	1,904,447	7-11-95	SIMMONS COMPANY
BEAUTYREST	1,904,444	7-11-95	SIMMONS COMPANY
BEAUTYREST	1,788,183	8-17-93	SIMMONS COMPANY
BEAUTYREST LUMBAR SUPPORT	1,850,341	8-16-94	SIMMONS COMPANY
BEAUTYWAVE	1,139,955	9-30-80	SIMMONS COMPANY
BEDDERREST	1,694,420	6-16-92	SIMMONS COMPANY
BELMONT	732,490	6-5-62	SIMMONS COMPANY
BELMONT	513,425	8-9-49	SIMMONS COMPANY
BRUSSELS	2,033,494	1-28-97	SIMMONS COMPANY
BUNK MAN	1,782,130	7-13-93	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
CARESSE	1,324,591	3-12-85	SIMMONS COMPANY
CENTROPEDIC	984,972	3-28-74	SIMMONS COMPANY
CHELSEA	1,988,659	7-23-96	SIMMONS COMPANY
COLLECTOR'S EDITION	2,158,865	5-19-98	SIMMONS COMPANY
COMFORT PLUS	1,977,990	6-4-96	SIMMONS COMPANY
COMFORTORC	667,423	9-23-58	SIMMONS UPHOLSTERED FURNITURE INC.
CONCORDE	1,521,862	1-24-89	SIMMONS COMPANY
CONSPEC	1,682,405	4-7-92	SIMMONS COMPANY
CONTENDER	2,036,089	2-4-97	SIMMONS COMPANY
CONTESTANT	2,036,091	2-4-97	SIMMONS COMPANY
CONTOUR-FLEX	1,359,240	9-10-85	SIMMONS COMPANY
CORRECT POSTURE	612,187	9-13-55	SIMMONS COMPANY
COUNTESS	532,031	10-17-50	SIMMONS UPHOLSTERED FURNITURE INC.
CYPRESS	1,988,651	7-23-96	SIMMONS COMPANY
DEEP SLEEP	283,763	6-9-31	SIMMONS UPHOLSTERED FURNITURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
DEEPSLEEP	518,793	12-13-49	SIMMONS UPHOLSTERED FURNITURE INC.
DINOSAUR	1,773,637	5-25-93	SIMMONS COMPANY
DISTINCTION FRANKLIN SILK	1,922,059	9-26-95	SIMMONS COMPANY
DISTINCTION MADISON LUXURY	1,922,060	9-26-95	SIMMONS COMPANY
DORM BILT	573,237	4-14-53	SIMMONS COMPANY
DREAM SLEEP	318,383	10-23-34	SIMMONS COMPANY
DREAMWELL	506,989	2-22-49	SIMMONS COMPANY
DUAL COMFORT	609,109	7-19-55	SIMMONS COMPANY
DUCHESS	525,695	5-30-50	SIMMONS UPHOLSTERED FURNITURE INC.
ECONO-PEDIC	1,042,926	7-6-76	SIMMONS COMPANY
ELAN	1,710,073	8-25-92	SIMMONS COMPANY
EMINENCE	1,747,133	1-19-93	SIMMONS COMPANY
EMPEROR	1,993,518	8-13-96	SIMMONS COMPANY
EMPRESS	523,897	4-11-50	SIMMONS COMPANY
EOS	2,026,022	12-24-96	SIMMONS COMPANY
EVENING WHISPER	2,091,655	8-26-97	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
FABRISAN	811,703	7-26-66	SIMMONS COMPANY
FINALIST	2,036,088	2-4-97	SIMMONS COMPANY
FLAVORS	1,743,941	12-29-92	SIMMONS COMPANY
GLAMOUREST	865,743	3-4-69	SIMMONS COMPANY
GOLDEN VALUE	1,556,867	9-19-89	SIMMONS UPHOLSTERED FURNITURE INC
GRACELINE	210,476	3-16-26	SIMMONS UPHOLSTERED FURNITURE INC
GREENWICH	1,988,658	7-23-96	SIMMONS COMPANY
HAMILTON SILK	1,922,061	9-26-95	SIMMONS COMPANY
HARMONY	1,697,653	6-30-92	SIMMONS COMPANY
HOSPITAL-BILT	826,112	3-21-67	SIMMONS COMPANY
HOTEL-BILT	704,303	9-13-60	SIMMONS COMPANY
I ONLY SLEEP WITH THE BEST	1,842,171	6-28-94	SIMMONS COMPANY
INNMASTER	764,680	2-11-64	SIMMONS COMPANY
JEFFERSON LUXURY	1,922,058	9-26-95	SIMMONS COMPANY
KENNEDY	2,012,934	10-29-96	SIMMONS COMPANY
KLIK-LOK	1,211,581	10-5-82	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
LA GRANDE	511,415	6-21-49	SIMMONS COMPANY
LA GRANDE	881,255	11-25-69	SIMMONS COMPANY
LINCOLN	1,895,134	5-23-95	SIMMONS COMPANY
LORRAINE	1,900,677	6-30-95	SIMMONS COMPANY
MAGNA-PEDIC	970,736	10-16-73	SIMMONS COMPANY
MARQUIS	1,955,483	2-13-96	SIMMONS COMPANY
MAXIPEDIC LUMBAR SUPPORT	1,854,200	9-13-94	SIMMONS COMPANY
MAXIPEDIC	970,738	10-16-73	SIMMONS UPHOLSTERED FURNITURE INC.
MEDALIST	2,036,090	2-4-97	SIMMONS COMPANY
MILAN	1,988,644	7-23-96	SIMMONS COMPANY
MIRACLEPEDIC	983,932	5-14-74	SIMMONS COMPANY
MONARCH	513,421	8-9-49	SIMMONS COMPANY
MONROE	1,903,951	7-4-95	SIMMONS COMPANY
MYSTIC	1,991,332	8-6-96	SIMMONS COMPANY
NEW YORKER	578,082	7-28-53	SIMMONS COMPANY
NOTHING MAKES YOUR DAY LIKE A BEAUTYREST NIGHT	1,816,903	1-18-94	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
NOTHING ENERGIZES YOUR DAY LIKE A BEAUTYREST NIGHT	1,952,463	1-30-96	SIMMONS COMPANY
OLYMPIC	518,794	12-13-49	SIMMONS COMPANY
PARAMOUNT	1,542,562	6-6-89	SIMMONS COMPANY
PARLIAMENT COLLECTION	1,773,632	5-25-93	SIMMONS COMPANY
PATIENT PROOF	647,827	7-2-57	SIMMONS COMPANY
PERMAFLEX	374,647	1-23-40	SIMMONS UPHOLSTERED FURNITURE INC.
POCKET REST	74/664,248	4-21-95	SIMMONS COMPANY
POCKETED COIL	74/664,526	4-21-95	SIMMONS COMPANY
POLYCEL	1,320,759	2-19-85	SIMMONS COMPANY
POSTURE BRIDGE	1,777,214	6-15-93	SIMMONS COMPANY
POSTURE BRIDGE	1,880,651	2-28-95	SIMMONS COMPANY
POWER FIRM	2,019,731	11-26-96	SIMMONS COMPANY
POWER FLEX TORSION BAR FOUNDATION EXCLUSIVELY BY SIMMONS AND DESIGN	1,902,742	7-4-95	SIMMONS COMPANY
POWER FLEX	1,817,456	1-18-94	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
PROVIDENCE	1,993,378	8-13-96	SIMMONS COMPANY
PURPLE LABEL	514,494	8-30-49	SIMMONS COMPANY
QUEBEC	2,038,305	2-18-97	SIMMONS COMPANY
QUINTESSENCE	1,553,754	8-29-89	SIMMONS COMPANY
QUINTESSENCE OF WOOL	1,805,307	11-16-93	SIMMONS COMPANY
REBECCA	1,988,639	7-23-96	SIMMONS COMPANY
REGENCY	522,272	3-14-50	SIMMONS UPHOLSTERED FURNITURE INC.
RIGID-SPAN	1,818,484	1-25-94	SIMMONS COMPANY
RIVAL	2,039,393	2-18-97	SIMMONS COMPANY
ROOSEVELT	1,901,372	6-20-95	SIMMONS COMPANY
ROYALTY	513,422	8-9-49	SIMMONS UPHOLSTERED FURNITURE INC.
RYAN	1,988,645	7-23-96	SIMMONS COMPANY
S AND DESIGN	1,439,986	5-19-87	SIMMONS UPHOLSTERED FURNITURE INC.
S AND DESIGN	2,010,817	10-22-96	SIMMONS COMPANY
S SIMMONS FLOTATION SYSTEMS AND DESIGN	1,176,241	11-3-81	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SEA BREEZE	604,475	4-12-55	SIMMONS COMPANY
SILVER LABEL	730,091	4-17-62	SIMMONS COMPANY
SIM-CARE	794,501	4-17-65	SIMMONS COMPANY
SIM-CLAD	804,674	3-1-66	SIMMONS COMPANY
SIM-FIRM	2,059,719	5-6-97	SIMMONS COMPANY
SIM-GARD	1,172,312	10-6-81	SIMMONS COMPANY
SIM-MATIC	657,780	1-28-58	SIMMONS COMPANY
SIMBOLIC	696,415	4-19-60	SIMMONS UPHOLSTERED FURNITURE INC.
SIMCO	512,530	7-19-49	SIMMONS COMPANY
SIMCOPEDIC	1,201,147	7-13-82	SIMMONS UPHOLSTERED FURNITURE INC.
SIMCREST	681,470	7-7-59	SIMMONS UPHOLSTERED FURNITURE INC.
SIMCREST	787,168	3-23-65	SIMMONS UPHOLSTERED FURNITURE INC.
SIMCRON	1,165,575	8-18-81	SIMMONS COMPANY
SIMFLEX	740,633	11-13-62	SIMMONS UPHOLSTERED FURNITURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SIMFLEX	839,577	11-28-67	SIMMONS UPHOLSTERED FURNITURE INC.
SIMFOAM	542,773	5-22-51	SIMMONS COMPANY
SIMLOK	1,027,842	12-23-75	SIMMONS COMPANY
SIMMONS LUMBAR SUPPORT	1,854,202	9-13-94	SIMMONS COMPANY
SIMMONS	532,319	10-24-50	SIMMONS UPHOLSTERED FURNITURE INC.
SIMMONS COMPANY 1/3 YOUR LIFE IS SPENT IN BED AND DESIGN	235,949	11-29-27	SIMMONS COMPANY
SIMMONS	2,022,446	12-10-96	SIMMONS COMPANY
SIMMONS	548,280	9-18-51	SIMMONS UPHOLSTERED FURNITURE INC.
SIMMONS ADVERTISING AND DESIGN	1,768,218	4-27-93	SIMMONS COMPANY
SIMMONS AND DESIGN	75/018,755	10-26-95	SIMMONS COMPANY
SIMTORC	696,414	4-19-60	SIMMONS UPHOLSTERED FURNITURE INC.
SLEEP KING AND DESIGN	522,324	3-14-50	SIMMONS COMPANY
SLEEP LOGIC	2,101,915	9-30-97	SIMMONS COMPANY
SLEEP SCIENCE	1,791,009	8-31-93	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SLEEPERS CHOICE	638,778	12-18-56	SIMMONS COMPANY
SLUMBER TIME	524,621	5-2-50	SIMMONS UPHOLSTERED FURNITURE INC.
SLUMBER DREAM	533,564	11-21-50	SIMMONS UPHOLSTERED FURNITURE INC.
SLUMBER KING	541,309	4-24-51	SIMMONS UPHOLSTERED FURNITURE INC.
SPECTRUM	1,812,950	12-21-93	SIMMONS COMPANY
ST. LAWRENCE	1,893,150	5-9-95	SIMMONS COMPANY
ST. IVES	1,883,622	3-14-95	SIMMONS COMPANY
SULTAN	760-360	11-19-63	SIMMONS COMPANY
SUPER SLEEP AND DESIGN	520,818	2-7-50	SIMMONS COMPANY
TESTIMONIAL	1,988,650	7-23-96	SIMMONS COMPANY
THE ULTIMATE AMENITY	1,349,436	7-16-85	SIMMONS COMPANY
THE DO NOT DISTURB MATTRESS	2,030,862	1-14-97	SIMMONS COMPANY
THERMA-QUILT	1,167,375	9-1-81	GFD FABRICS, INC.
TRANS-SHOCK	1,695,359	6-16-92	SIMMONS COMPANY
TRAVELER	515,127	9-13-49	SIMMONS COMPANY
TRIBEKA	1,988,656	7-23-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
TRU-COMFORT	537,027	1-30-51	SIMMONS COMPANY
TUDOR	1,931,251	10-31-95	SIMMONS COMPANY
ULTRA FIT	1,554,755	9-5-89	SIMMONS COMPANY
VANDERBILT	672,494	1-13-59	SIMMONS COMPANY
VOGUE	522,243	3-14-50	SIMMONS COMPANY
WESTMINSTER	512,547	7-19-49	SIMMONS UPHOLSTERED FURNITURE INC.
WINCHESTER	1,875,283	1-24-95	SIMMONS COMPANY
WINDSOR	1,898,953	6-13-95	SIMMONS COMPANY
WORLD'S FINEST BEDDING SINCE 1870	1,959,612	3-5-96	ENVIRONMENTAL COMPLIANCE SERVICES, INC.
ZOO	1,797,024	10-5-93	SIMMONS COMPANY
ADVANT-EDGE	75/117,989	6-12-96	SIMMONS COMPANY
ADJUSTO-REST	2,134,989	2-3-98	SIMMONS COMPANY
BACKCARE	75/295,015	5-20-97	SIMMONS COMPANY
BACK SHIELD	1,780,316	7-6-93	SIMMONS COMPANY
BEAUTYLOFT	75/295,024	5-20-97	SIMMONS COMPANY
AVONDALE	2,020,809	12-3-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BEAUTYREST POCKETED COIL	2,146,996	3-31-98	SIMMONS COMPANY
BETTER SLEEP THROUGH SCIENCE	75/480,742	3-7-98	SIMMONS COMPANY
BUNKSTERS	75/232,797	1-29-97	SIMMONS COMPANY
CHAMBOURG	2,089,232	8-19-97	SIMMONS COMPANY
CONNOISSEUR COLLECTION	2,115,921	11-25-97	SIMMONS COMPANY
CONTOUR FIT	2,144,887	3-17-98	SIMMONS COMPANY
CRESCENDO	75/117,990	6-12-96	SIMMONS COMPANY
ENTREE	75/177,282	10-7-96	SIMMONS COMPANY
EQUATION OF SLEEP	2,079,253	7-15-97	SIMMONS COMPANY
FIRST IMPRESSION	2,185,599	9-1-98	SIMMONS COMPANY
FIVE ZONES FOR YOUR BONES	75/393,647	11-10-97	SIMMONS COMPANY
FOREST GLEN	2,017,737	11-19-96	SIMMONS COMPANY
GLENWOOD	2,017,733	11-19-96	SIMMONS COMPANY
HIDDEN COMFORT	75/393,615	11-20-97	SIMMONS COMPANY
MEADOWBROOK	2,017,734	11-19-96	SIMMONS COMPANY
OAKDALE	2,019,233	11-26-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
POCKET COIL	74/664,496	4-21-95	SIMMONS COMPANY
POWER PACKED	75/398,211	12-1-97	SIMMONS COMPANY
S AND GLOBE DESIGN	2,146,787	3-24-98	SIMMONS COMPANY
SCIENCE OF SLEEP	75/443,952	3-1-98	SIMMONS COMPANY
SIMMONS PROGRAMS FOR PROFIT AND DESIGN	1,203,836	8-3-82	SIMMONS COMPANY
ST. CAROLINE	2,083,945	7-29-97	SIMMONS COMPANY
ST. MARTIN	2,091,139	8-26-97	SIMMONS COMPANY
ST. STEPHEN	2,091,138	8-26-97	SIMMONS COMPANY
ST. THOMAS	2,083,943	7-29-97	SIMMONS COMPANY
THE BOWLING BALL MATTRESS	75/295,025	5-20-97	SIMMONS COMPANY
THE ONLY FIVE ZONE SLEEP SYSTEM	75/393,614	11-20-97	SIMMONS COMPANY
ULTRA MAHOGANY	2,025,433	12-24-96	SIMMONS COMPANY
WILLOWBROOK	2,028,820	1-7-97	SIMMONS COMPANY
WORLD OF SLEEP	866,628	3-11-69	SIMMONS COMPANY

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT, dated as of October 29, 1998, is made by SIMMONS COMPANY, a Delaware corporation, as Borrower (the "**Borrower**"), SIMMONS HOLDINGS, INC., a Delaware corporation and CERTAIN OTHER SUBSIDIARIES OF THE BORROWER PARTY HERETO, as Guarantors (the "**Guarantors**" and, together with the Borrower, the "**Grantors**"), in favor of UBS A.G., STAMFORD BRANCH, as Administrative Agent (the "**Administrative Agent**") for the benefit of the Secured Parties (as defined below).

RECITALS:

WHEREAS, the parties hereto have entered into a Credit and Guaranty Agreement, dated as of October 29, 1998, among the Borrower, the Guarantors, the Financial Institutions named therein as Lenders, Goldman Sachs Credit Partners L.P., as Joint Lead Arranger and Syndication Agent, Warburg Dillon Read LLC, as Joint Lead Arranger, UBS A.G., Stamford Branch, as Administrative Agent (said Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed to guaranty the obligations of the Borrower incurred under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligations of the Lenders to extend credit to the Borrower under the Credit Agreement that the obligations of the Borrower and the other Guarantors thereunder and under the Credit Documents referred to therein be secured as provided herein;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder, and in consideration of other Secured Obligations hereinafter incurred, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. The following terms shall have the following meanings:

"Account Debtor" shall mean the person who is obligated on a Receivable.

"Accounts" shall mean "accounts" as such term is defined in Section 9-106 of the UCC.

"Agreement" shall mean this Pledge and Security Agreement, as the same may from time to time be amended, supplemented or otherwise modified.

"Capital Stock" shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Chattel Paper" shall mean "chattel paper" as such term is defined in Section 9-105(b) of the UCC.

"Collateral" shall have the meaning assigned to it in Section 2 hereof.

"Collateral Account" shall mean the account (which may be a securities account) maintained pursuant to this Agreement by the Administrative Agent for the benefit of the Secured Parties entitled "[Simmons Company, Inc. Collateral Account, UBS A.G., Stamford Branch, as Administrative Agent for the benefit of certain Secured Parties, as Secured Party]," and all funds, investment property and instruments or other items from time to time credited to such account and all interest thereon.

"Collateral Records" shall mean books, records, computer software, computer printouts, customer lists, blueprints, technical specifications, manuals, and similar items which relate to any Collateral other than such items obtained under license or franchise agreements which prohibit assignment or disclosure of such items.

"Contracts" shall mean all contracts to which any Grantor now is, or hereafter will be, bound, or a party, beneficiary or assignee (including without limitation Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses), and all other instruments, agreements and documents executed and delivered with respect to such contracts, and all revenues, rentals, Proceeds and other sums of money due and to become due from any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time in accordance with their terms.

"Copyright Licenses" shall mean all of any Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Copyrights (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item B of Schedule IV.

"Copyrights" shall mean all of any Grantor's right, title, and interest in and to all United States and foreign copyrights, all mask works fixed in semiconductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the registrations and applications referred to in Item A of Schedule IV, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Deposit Accounts" shall mean the Collateral Account and any deposit account, including without limitation, "deposit accounts" as such term is defined in Section 9-105(e) of the UCC and any other deposit or securities account, together with any funds, instruments or other items credited to any such account from time to time, and all interest thereon.

"Documents" shall mean "documents" as such term is defined in Section 9-105(f) of the UCC.

"Equipment" shall mean "equipment" as such term is defined in Section 9-109(2) of the UCC, including, without limitation, machinery, manufacturing equipment, data processing equipment, computers, office equipment, furniture, appliances, tools, furnishings, fixtures, vehicles, motor vehicles, and any manuals, instructions, blueprints, computer software and similar items which relate to the above, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all improvements thereon

and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall have the meaning assigned thereto in the Credit Agreement.

"Fixtures" shall mean "fixtures" as such term is defined in Section 9-313 of the UCC.

"General Intangibles" shall mean "general intangibles" as such term is defined in Section 9-106 of the UCC, including, without limitation, rights to the payment of money (other than Receivables), Trademarks, Copyrights, Patents and Contracts, licenses including, without limitation, Trademark Licenses, Copyright Licenses, Patent Licenses and Trade Secret Licenses and franchises, partnership interests, joint venture interests, federal income tax refunds, computer software, databases, inventions, designs, Trade Secrets, goodwill, tradenames, fictitious business names, business names, company names, business identifiers, trade styles and service marks (whether or not registered), proprietary rights, customer lists, supplier and customer contracts, sale orders, correspondence, advertising materials, payments due in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property, reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts, credits with and other claims against any Person, together with any collateral for any of the foregoing and the rights under any security agreement granting a security interest in such collateral.

"Instruments" shall mean "instruments" as such term is defined in Section 9-105(1)(i) of the UCC.

"Insurance Policies" shall mean insurance policies, including without limitation the insurance policies identified on the Certificates of Liability Insurance attached to Schedule VI.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses.

"Interest Rate Agreements" shall mean interest rate or currency protection or hedging arrangements, including without limitation, caps, collars, floors, forwards and any other similar or dissimilar interest rate or currency exchange agreements or other interest rate or currency hedging arrangements (including the Hedge Agreements).

"Inventory" shall mean "inventory" as such term is defined in § 9-109(4) of the UCC, including without limitation, all goods (whether such goods are in the possession of any Grantor or of a bailee or other Person for sale, lease, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned or returned or repossessed goods), including without limitation, all such goods whether raw, in process or finished, all materials usable in processing the same and all documents of title covering any inventory, including but not limited to work in process, materials used or consumed in Grantor's business, now owned or hereafter acquired or manufactured by any Grantor and held for sale in the ordinary course of its business; all present and future substitutions therefor, parts and accessories thereof and all additions thereto; and all proceeds thereof and products of such inventory in any form whatsoever.

"Money" shall mean "money" as such term is defined in Section 1-201(24) of the UCC.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, if title thereto is governed by a certificate of title ownership.

"Patent Licenses" means all of any Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item D of Schedule IV.

"Patents" means all of any Grantor's right, title, and interest in and to all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to each patent and patent application referred to in Item C of Schedule IV, all reissues, divisions, continuations, continuations-in-part, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past infringements of any of the foregoing.

"Permitted Investments" shall mean Cash and Cash Equivalents.

"Person" shall mean and include any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision or agency, department or instrumentality thereof.

"Pledged Notes" shall mean all promissory notes listed on Schedule I hereto, all intercompany notes at any time issued to any Grantor and all other promissory notes issued or held by any Grantor (other than promissory notes to be issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock" shall mean the shares of Capital Stock listed on Schedule I hereto, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

"Proceeds" shall mean "proceeds" as such term is defined in Section 9-306(1) of the UCC.

"Receivables" shall mean all rights to payment for goods sold or leased or services rendered, whether or not earned by performance and all rights in respect of the Account Debtor, including without limitation, all such rights in which the Grantor has any right, title or interest by reason of the purchase thereof by the Grantor, and including without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible, note, contract, invoice, purchase order, draft, acceptance, intercompany account, security agreement, or other evidence of indebtedness or security, together with (a) any collateral assigned, hypothecated or held to secure any of the foregoing and the rights under any security agreement granting a security interest in such collateral, (b) all goods, the sale of which gave rise to any of the foregoing, including, without limitation, all rights in any returned or repossessed goods and unpaid seller's rights, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, and (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith.

"Receivables Records" shall mean (a) all original copies of all documents, instruments or other writings evidencing the Receivables, (b) all books, correspondence, credit or other files, records, ledger sheets or cards, invoices, and other papers relating to Receivables, including without limitation all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of any Grantor or any computer bureau or agent from time to time acting for any Grantor or otherwise, (c) all evidences of the filing of financing statements and the registration of other instruments in connection therewith and amendments, supplements or other modifications

thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including without limitation lien search reports, from filing or other registration officers, (d) all credit information, reports and memoranda relating thereto, and (e) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Secured Obligations" shall mean (a) all obligations, liabilities (including, without limitation, contingent obligations) and indebtedness of every nature of the Grantors to the Administrative Agent and the Secured Parties, now existing or hereafter incurred, arising under or in connection with the Credit Agreement, any Note, any other Credit Document or this Agreement; (b) all obligations, liabilities (including, without limitation, contingent obligations) and indebtedness of every nature of the Grantors to the Administrative Agent and the Secured Parties, now existing or hereafter incurred, arising under or in connection with Hedge Agreements entered into in connection with Section 5.10 of the Credit Agreement and prior to the termination thereof; and (c) all other obligations, liabilities of every kind, nature or description, direct or indirect, primary or secondary, joint or several, absolute or contingent of the Grantors to the Administrative Agent and the Secured Parties whether due or to become due and whether now existing or hereafter incurred and whether similar or dissimilar to the obligations described in clauses (a) and (b) hereof, and including without limitation all consumer or commercial transactions, all purchase money and nonpurchase money transactions, all overdrafts, all letters of credit, all lines of credit and all other extensions of credit, regardless of how they may be evidenced, and interest which, but for the filing of a petition in bankruptcy with respect to any Grantor, would have accrued on any Secured Obligation, whether or not a claim is allowed against such Grantor for such interest in the related bankruptcy proceeding.

"Secured Parties" shall mean the Agents, the Lenders and the Lender Counterparties (as such terms are defined in the Credit Agreement).

"Security Collateral" shall mean:

(i) the Pledged Stock and the certificates representing the Pledged Stock, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Stock;

(ii) the Pledged Notes and the instruments evidencing the Pledged Notes, and all interest, cash, instruments and other property from time to time

received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Notes;

(iii) all additional shares of stock (of any issuer of the Pledged Stock) from time to time acquired by any Grantor in any manner, and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares; and

(iv) all additional indebtedness from time to time owed to any Grantor by any obligor of the Pledged Notes and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Trademark Licenses" shall mean all of each Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item F of Schedule IV.

"Trademarks" shall mean all of each Grantor's right, title, and interest in and to all United States and foreign trademarks, trade names, corporate names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs, internet domain names and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Item E of Schedule IV, all extensions or renewals of any of the foregoing; rights of publicity and privacy relating to the use of names, likenesses, signatures and biographical information of real persons; all of the goodwill of the business connected with the use of and symbolized by the foregoing; the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean all of each Grantor's right, title and interest in and to any and all payments providing for the granting of any right in or to Trade Secrets (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item G of Schedule IV.

"*Trade Secrets*" shall mean all of each Grantor's right, title, and interest in and to trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of the Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"*UCC*" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

ARTICLE II

GRANT OF SECURITY INTERESTS

2.1 As security for the prompt and complete payment and performance in full of all the Secured Obligations when due (whether at stated maturity, by acceleration or otherwise), each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and lien on all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "*Collateral*"):

- (1) all Accounts;
- (2) all Chattel Paper;
- (3) all Contracts;
- (4) the Collateral Account;
- (5) all Collateral Records;
- (6) all Deposit Accounts;
- (7) all Documents;
- (8) all Equipment;

- (9) all Fixtures;
- (10) all General Intangibles;
- (11) all Intellectual Property;
- (12) all Interest Rate Agreements;
- (13) all Instruments;
- (14) all Insurance Policies;
- (15) all Inventory;
- (16) all Money;
- (17) all Motor Vehicles;
- (18) all Receivables;
- (19) all Receivables Records;
- (20) all other tangible and intangible personal property;
- (21) all of the Security Collateral; and
- (22) all accessions and additions to any or all of the foregoing, all substitutions and replacements for any or all of the foregoing and all Proceeds or products of any or all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's rights or interests in (a) any item of Collateral or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of the license, contract or agreement underlying such item of Collateral, result in a breach of the terms of, or constitute a default under such license, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights

and interests as if such provision had never been in effect, or (b) more than 65% of the outstanding stock of any issuer which is a Foreign Subsidiary if the pledge of more than such amount would have material adverse tax consequences for Company and its Subsidiaries.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Grantor hereby represents and warrants to the Administrative Agent and each Lender, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

3.1 Credit Agreement Representations and Warranties. Each of the representations and warranties made by and/or in respect of such Grantor in Section 4 of the Credit Agreement is true and correct as of the date hereof.

3.2 No Other Liens. (a) Except for the Lien granted to the Administrative Agent for benefit of the Secured Parties hereunder, such Grantor owns and, as to all Collateral whether now existing or hereafter acquired will continue to own, each item of the Collateral pledged by it free and clear of any and all Liens of all other Persons other than Permitted Liens, and such Grantor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Administrative Agent.

(b) No effective financing statement or other evidence of Lien covering or purporting to cover any of the Collateral is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to the Administrative Agent for the benefit of the Secured Parties hereunder, (ii) financing statements for which proper termination statements have been delivered to the Administrative Agent for filing and (iii) financing statements filed in connection with Permitted Liens. Such Grantor has not consented to any other Person other than the Administrative Agent having "control" (within the meaning of Section 8-106 of the UCC) over the Collateral Account.

3.3 Perfected Liens; Priority. (a) The security interests in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties hereunder constitute valid security interests in the Collateral.

(b) (i) Upon filing financing statements naming such Grantor, as "debtor" and the Administrative Agent for the benefit of the Secured Parties as "secured party" and describing the Collateral in the filing offices set forth on Schedule V hereto and (ii) to the extent not subject to Article 9 of the UCC, (x) in the case of Intellectual Property, upon the recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable patent, trademark, and copyright registries, (y) in the case of the Security Collateral, upon the delivery of the Security Collateral and Investments to the Administrative Agent, and (z) in the case of Motor Vehicles, upon the notation of the Lien created hereby upon the certificate of title for such Motor Vehicle if required by applicable law, the security interests in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties hereunder will constitute perfected security interests therein superior and prior to all Liens (other than Permitted Liens).

3.4 Security Collateral. (a) All of the Pledged Stock issued by Company or its Subsidiaries have been duly authorized and validly issued and is fully paid and non-assessable. All of the Pledged Notes issued by Company or its Subsidiaries have been duly authorized, authenticated or issued and delivered, and each Pledged Note is the legal, valid and binding obligation of the issuers thereof, and is not in default.

(b) The Pledged Stock constitutes the percentage of the issued and outstanding shares of stock of the respective issuers thereof indicated on Schedule I. The Pledged Notes are outstanding in the principal amount indicated on Schedule I.

3.5 Chief Executive Office; Records. The chief executive office of such Grantor is located at the location specified on Schedule III.

3.6 Location of Inventory and Equipment. All Inventory (other than Inventory with a value not in excess of \$4,000,000 in the aggregate for all Grantors at any time held by Grantors' customers on consignment in the ordinary course of business) and Equipment now or from time to time included in the Collateral is kept only at the locations listed on Schedule II. None of such Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in UCC Section 7-104) therefor or otherwise in the possession of a bailee.

3.7 Receivables. (a) None of the Account Debtors in respect of any material portion of the Receivables is the United States Government or an instrumentality thereof.

(b) No Receivables are evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (other than in respect

of Instruments and Chattel Paper in an amount less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors and Chattel Paper consisting of consignment agreements with customers).

3.8 Contracts. No payments due such Grantor under any Contract are evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (other than in respect of Instruments and Chattel Paper in an amount less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors and Chattel Paper consisting of consignment agreements with customers).

3.9 Farm Products. None of the Collateral constitutes, or is the proceeds of, Farm Products (as defined in the UCC).

3.10 Intellectual Property Collateral.

(a) Schedule IV sets forth a true and accurate list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by such Grantor and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of such Grantor.

(b) Such Grantor is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property on Schedule IV, free and clear of all Liens and licenses, except for Permitted Liens and the licenses set forth on Schedule IV items B, D, F & G.

ARTICLE IV

COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Secured Parties that from and after the date of this Agreement:

4.1 Further Assurances. At any time and from time to time, upon the request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver any and all such further instruments, endorsements, powers of attorney and other documents, make such filings, give such notices and take such further action as the Administrative Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights, remedies and powers herein granted, including, without limitation, the following:

(a) the filing of any financing statements, in form acceptable to the Administrative Agent under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens and security interests granted hereby. Such Grantor also hereby authorizes the Administrative Agent to file any such financing statement without the signature of such Grantor to the extent permitted by applicable law. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of the original to the extent permitted by applicable law. Such Grantor will pay or reimburse the Administrative Agent for all filing fees and related expenses;

(b) the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(c) will make or reimburse the Administrative Agent for making all searches deemed necessary by the Administrative Agent to establish and determine the priority of the security interests of the Administrative Agent for the benefit of the Secured Parties or to determine the presence or priority of other secured parties;

(d) upon request of the Administrative Agent, cause the Administrative Agent for the benefit of the Secured Parties to be listed as the lienholder on the certificate of title or ownership covering any Collateral covered by such a certificate of title or ownership and to deliver evidence thereof to the Administrative Agent promptly;

(e) furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail and in form satisfactory to the Administrative Agent; and

(f) furnish to the Administrative Agent upon its reasonable request, complete and correct copies of each Contract to which it is a party.

4.2 Delivery of Security Collateral. All certificates or instruments representing or evidencing the Security Collateral shall be delivered to and held by or on behalf of the Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Administrative

Agent. After an Event of Default, the Administrative Agent shall have the right, at any time in its discretion and without notice to such Grantor, to transfer to or to register in the name of the Administrative Agent for the benefit of the Secured Parties any or all of the Security Collateral, subject only to the revocable rights specified in Section 6.1(b). For the better perfection of the Administrative Agent's rights for the benefit of the Secured Parties in and to the Security Collateral, if requested by the Administrative Agent after an Event of Default such Grantor shall forthwith, upon the pledge of any Security Collateral hereunder, cause such Security Collateral to be registered in the name of such nominee or nominees as the Administrative Agent shall direct, subject only to the revocable rights specified in Section 6.1(b). In addition, the Administrative Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Security Collateral for certificates or instruments of smaller or larger denominations.

4.3 Change of Chief Executive Office. Such Grantor shall not establish a new location for its chief executive office from the location listed in Schedule III until (i) it shall have given to the Administrative Agent not less than 15 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Administrative Agent may reasonably request, and (ii) with respect to such new location, it shall have taken all action satisfactory to the Administrative Agent as the Administrative Agent may reasonably request to maintain the security interest of the Administrative Agent for the benefit of the Secured Parties in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

4.4 Change of Location of Inventory and Equipment. Such Grantor agrees that (i) all Inventory (other than Inventory with a value not in excess of \$4,000,000 in the aggregate for all Grantors at any time held by Grantors' customers on consignment in the ordinary course of business) and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Schedule II, or such new location as such Grantor may establish in accordance with the last sentence of this Section. Such Grantor may establish a new location for Inventory and Equipment only if (i) it shall have given to the Administrative Agent not less than 15 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Administrative Agent may reasonably request, and (ii) with respect to such new location, it shall have taken all action satisfactory to the Administrative Agent as the Administrative Agent may reasonably request to maintain the security interest of the Administrative Agent in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

4.5 Change of Name; Identity or Corporate Structure. Such Grantor shall not change its name (or conduct any significant portion of its business under any new tradenames), identity or corporate structure until (i) it shall have given to the Administrative Agent not less than 15 days' prior written notice of its intention to do so, clearly describing such new name, identity or corporate structure or such new tradename and providing such other information in connection therewith as the Administrative Agent may reasonably request, and (ii) with respect to such new name, identity or corporate structure or such new tradename, it shall have taken all action satisfactory to the Administrative Agent as the Administrative Agent may reasonably request to maintain the security interest of the Administrative Agent for the benefit of the Secured Parties in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

4.6 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper (other than in respect of Instruments and Chattel Paper in an amount less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors and Chattel Paper consisting of consignment agreements with customers) shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement. Upon request of Administrative Agent, such Grantor shall deliver to Administrative Agent all Chattel Paper consisting of consignment agreements with customers, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.7 Maintain and Mark Records and Receivables. Upon request of the Administrative Agent, such Grantor shall legend, in form and manner reasonably satisfactory to the Administrative Agent all Chattel Paper and other evidence of Receivables, as well as the Receivables Records with an appropriate reference to the fact that the Chattel Paper and all other Receivables have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.

4.8 Insurance. Such Grantor shall maintain insurance as required by the Credit Agreement.

4.9 Receivables. (a) Such Grantor shall perform in all material respects all of its obligations with respect to the Receivables.

(b) Other than (i) in the ordinary course of business and (ii) while no Default or Event of Default shall have occurred and be continuing, such Grantor shall not (v) amend, modify, terminate or waive any provision of any Receivable in any

manner which could reasonably be expected to adversely affect the value of such Receivable as Collateral, (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon.

(c) Except as may otherwise be indicated by prudent business practices, such Grantor shall use its reasonable efforts (including, without limitation, prompt and diligent exercise of each material right it may have under any Receivable) to cause to be collected from each Account Debtor, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of any Receivable.

4.10 Contracts. (a) Except as may otherwise be indicated by prudent business practices, such Grantor shall perform in all material respects all of its obligations under each Contract.

(b) Such Grantor shall deliver promptly to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Material Contract.

(c) Without the prior written consent of the Administrative Agent, such Grantor shall not (except in the ordinary course of business) amend, modify, terminate or supplement any provision of any Material Contract or compromise or settle any dispute, claim or legal proceeding with respect to any Material Contract, in any such case in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral, and shall not terminate any Material Contract.

(d) Except as may otherwise be indicated by prudent business practices, such Grantor shall promptly and diligently exercise each material right it may have under any Contract (except the right of termination). All costs and expenses in connection therewith, whether incurred by such Grantor or the Administrative Agent shall be borne by such Grantor.

4.11 Warehouse Receipts Non-negotiable. Such Grantor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt or other Document is issued with respect to any of its Inventory, such warehouse receipt or receipt in the nature thereof or other Document shall not be "negotiable" (as such term is used in Section 7-104 of the UCC or under other relevant law), unless such receipt (other than

receipts with respect to goods with a value less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors) is immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.12 Limitations on Dispositions of Collateral. Such Grantor will not sell, transfer, lease, license, or otherwise dispose of any of the Collateral or any rights therein, or attempt, offer or contract to do so except as permitted in the Credit Agreement.

4.13 Intellectual Property.

(a) Such Grantor shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted in such material Intellectual Property.

(b) Such Grantor shall, within thirty (30) days of the creation or acquisition of any Copyrightable work which is material to the business of such Grantor, apply to register the Copyright in the United States Copyright Office; and such Grantor shall, within thirty (30) days of the acquisition of any registrations or applications for any Patents, Trademarks and Copyrights from any third party, record its interest in the United States Patent and Trademark Office and the United States Copyright Office.

(c) Except as may otherwise be indicated by prudent business practices, such Grantor shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by such Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule IV Items A, C, E.

(d) In the event that any material Intellectual Property owned by such Grantor is infringed, misappropriated, or diluted by a third party, except as may otherwise be indicated by prudent business practices, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property.

(e) Such Grantor shall promptly (but in no event more than thirty (30) days after such Grantor obtains knowledge thereof) report to the Administrative Agent (i) the filing of any application to register any Intellectual Property with the

United States Patent and Trademark Office, the United States Copyright Office, or any state registry or international or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property owned by the Grantor by any such office. Such Grantor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule IV and will otherwise cooperate with the Administrative Agent in effecting any such amendment to include any item Intellectual Property which shall become part of the Intellectual Property after the date hereof.

(f) Such Grantor shall, promptly upon the reasonable request of the Administrative Agent, execute and deliver to the Administrative Agent any document required to acknowledge, confirm, register, record, or perfect the Administrative Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired.

4.14 Notice. Such Grantor will advise the Administrative Agent promptly, in reasonable detail, in accordance with the provisions hereof (a) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral and (b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

4.15 Performance by Administrative Agent of Grantors' Obligations; Reimbursement. If such Grantor fails to perform or comply with any of its agreements contained herein the Administrative Agent may, without notice to or consent by such Grantor, perform or comply or cause performance or compliance therewith and the expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum 2% above the Base Rate shall be payable by such Grantors to the Administrative Agent on demand and such reimbursement obligation shall be secured hereby.

ARTICLE V

SPECIAL PROVISIONS REGARDING RECEIVABLES AND CONTRACTS

5.1 Grantors Remain Liable under Receivables and Contracts. Anything herein to the contrary notwithstanding (including without limitation the grant of any rights to the Administrative Agent for the benefit of the Secured Parties, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform

all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Receivable or Contract. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating to such Receivable or Contract pursuant hereto, nor shall the Administrative Agent be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Receivable (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.2 Notice to Account Debtors and Contracting Parties. At any time after an Event of Default has occurred and is continuing, the Administrative Agent may, and upon request of the Administrative Agent, the Grantors shall, notify Account Debtors and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent. At any time after an Event of Default has occurred and is continuing, the Administrative Agent may in its own name or in the name of others communicate with Account Debtors and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Receivables or Contracts.

5.3 Collections on Receivables and Contracts. The Administrative Agent on behalf of the Secured Parties hereby authorizes each Grantor to collect the Receivables and Contracts, and, at any time after an Event of Default has occurred and is continuing, the Administrative Agent may curtail or terminate said authority and itself, or by its agents, collect all Receivables and amount owing under Contracts. After an Event of Default has occurred and is continuing, if required by the Administrative Agent, any payments of Receivables and Contracts, when collected by a Grantor, shall be forthwith (and, in any event, within two Business Days) delivered by such Grantor to the Administrative Agent in the exact form received, duly indorsed to the Administrative Agent if required, for deposit into the Collateral Account, and until so turned over, shall be held by such Grantor in trust for the Administrative Agent for the benefit of the Secured Parties, segregated from other funds of such Grantor. All Proceeds, while held by the Administrative Agent for the benefit of the Secured Parties (or by such Grantor in trust for the Administrative Agent for the benefit of the Secured Parties) shall continue to be Collateral securing all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided.

ARTICLE VI

SPECIAL PROVISIONS REGARDING SECURITY COLLATERAL

6.1 Voting Rights; Dividends; Etc. (a) So long as no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become an Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Security Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or any other Credit Document.

(ii) The Grantors shall be entitled to receive and retain any and all dividends and interest paid in respect of the Security Collateral, provided, however, that any and all

(A) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral,

(B) dividends and other distributions paid or payable in cash in respect of any Security Collateral issued by Company in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral issued by Company,

shall be, and shall be forthwith delivered to the Administrative Agent to hold as, Security Collateral and shall, if received by any Grantor, be received in trust for the benefit of the Administrative Agent for the benefit of the Secured Parties, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Security Collateral in the same form as so received (with any necessary indorsement or assignment).

(iii) The Administrative Agent shall execute and deliver (or cause to be executed and delivered) to a Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends or interest payments which it is authorized to receive and retain pursuant to paragraph (ii) above.

(b) Upon the occurrence and during the continuance of an Event of Default or an event which, with the giving of notice or the lapse of time, or both, would become an Event of Default:

(i) All rights of the Grantors (x) to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a)(i) shall, upon notice to such Grantor by the Administrative Agent, cease and (y) to receive the dividends and interest payments which such Grantors would otherwise be authorized to receive and retain pursuant to Section 6(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Administrative Agent who shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends and interest payments.

(ii) All dividends and interest payments which are received by any Grantor contrary to the provisions of paragraph (i) of this Section 6.1(b) shall be received in trust for the benefit of the Administrative Agent for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent as Security Collateral in the same form as so received (with any necessary indorsement).

6.2 Additional Shares. Each Grantor agrees that it will (i) cause each issuer of the Pledged Shares that is a Subsidiary of Holdings not to issue any stock or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to such Grantor and (ii) immediately upon its acquisition (directly or indirectly) thereof, deliver to the Administrative Agent as additional security hereunder any and all additional shares of stock or other securities of each issuer of the Pledged Shares.

ARTICLE VII

COLLATERAL ACCOUNT

7.1 Collateral Account. There is hereby established with the Administrative Agent the Collateral Account. The Collateral Account shall be under the sole and exclusive dominion and control of the Administrative Agent and no Grantor shall have any rights with respect to the Collateral Account except as specifically set forth below with regard to determination of the nature of investments to be made with amounts credited to the Collateral Account. Without limiting the generality of the foregoing, no Grantor shall have any right of withdrawal or transfer from the Collateral Account.

7.2 Deposit of Proceeds. There shall be deposited in the Collateral Account from time to time the cash proceeds (as defined in Section 9-306(1) of the UCC) of any of the Collateral (including insurance proceeds thereon) required to be delivered to the Administrative Agent pursuant hereto. All amounts and investments and other items credited to the Collateral Account from time to time shall constitute Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified herein.

7.3 Investment of Balance in Collateral Account. Amounts credited to the Collateral Account shall be invested from time to time in such Permitted Investments as the Borrower (or, after the occurrence and during the continuance of a Default or Event of Default, the Administrative Agent) shall determine, which Permitted Investments shall be held in the name and be under the control of the Administrative Agent for the benefit of the Secured Parties.

ARTICLE VIII

POWER OF ATTORNEY

8.1 Administrative Agent's Appointment as Attorney-in-Fact. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in the Administrative Agent discretion, for the purpose of carrying out the terms of this Agreement, to

take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following:

(i) at any time when any Event of Default shall have occurred and be continuing, in the name of such Grantor or its own name, or otherwise, (A) to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral; (B) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; and (C) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(ii) to prepare, sign and file any Uniform Commercial Code financing statements in the name of such Grantor as debtor;

(iii) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as such Grantor;

(iv) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, actions to pay or discharge taxes and Liens (other than Permitted Liens) levied or placed on or threatened against the Collateral, to effect any repairs or obtain any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(v) upon the occurrence and during the continuance of any Event of Default (A) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (D) to settle, compromise or adjust any

suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; and (E) generally, to sell or transfer and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Liens of the Administrative Agent and the Secured Parties thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do; and

(vi) at any time and from time to time, to execute, in connection with any foreclosure, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Each Grantor hereby acknowledges and agrees that in acting pursuant to this power-of-attorney the Administrative Agent shall be acting in the interest of the Secured Parties and such Grantor acknowledges and agrees that the Administrative Agent shall have no fiduciary duties to such Grantor and such Grantor hereby waives any claims to the rights of a beneficiary of a fiduciary relationship hereunder.

(b) No Duty on the Part of Administrative Agent. The powers conferred on the Administrative Agent hereunder are solely to protect the interests of the Administrative Agent for the benefit of the Secured Parties in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

ARTICLE IX

REMEDIES; RIGHTS UPON DEFAULT

9.1 Rights and Remedies Generally. If an Event of Default shall occur and be continuing, then and in every such case, the Administrative Agent shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws or in equity, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in this Agreements and all the rights set forth with respect to the Collateral or this Agreement in any other agreement between the parties. No enumeration of rights in this Article or elsewhere in this Agreement or in any related document or other agreement shall be deemed to in any way limit the rights of the Administrative Agent as described in this Article.

9.2 Collection of Receivables and other Proceeds. If an Event of Default shall occur and be continuing, in addition to the rights of the Administrative Agent for the benefit of the Secured Parties specified in Section 5.3 with respect to the collection of Receivables and Contracts, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall forthwith upon receipt by the Grantor, be turned over to the Administrative Agent, in the same form received by such Grantor (appropriately indorsed or assigned by such Grantor to the order of the Administrative Agent or in such other manner as shall be satisfactory to the Administrative Agent) for deposit into the Collateral Account.

9.3 Collateral Account. If an Event of Default shall occur and be continuing, the Administrative Agent may liquidate any securities credited to the Collateral Account (including any Permitted Investments) and apply the proceeds thereof and any other amounts credited to the Collateral Account to the Secured Obligations (whether matured or unmatured) in such order as the Administrative Agent may elect. Any balance of such Proceeds remaining after the Secured Obligations have been paid and performed in full, all Letters of Credit have expired, been terminated or returned to the issuer thereof undrawn upon and the Commitments shall have been terminated shall be paid over to the Borrower on behalf of the Grantors or to whomsoever may lawfully be entitled to receive the same or as a court of competent jurisdiction may direct.

9.4 Possession of Collateral. If an Event of Default shall occur and be continuing,

(a) the Administrative Agent may, personally or by agents or attorneys, immediately retake possession of the Collateral (including the originals of all or any Receivables, Receivables Records) or any part thereof, from any of the Grantors or any other Person who then has possession of any part thereof with or without notice or judicial process, and for that purpose may enter upon any of the Grantors' premises where any of the Collateral is located and remove the same and may use in connection with such removal any and all services, supplies, aids and other facilities of such Grantors; and

(b) upon five (5) days' notice to a Grantor, such Grantor shall, at its own expense, assemble the Collateral, including, without limitation, the originals of all Receivables Records (or from time to time any portion thereof) and make it available to the Administrative Agent at any place or places designated by the Administrative Agent which is reasonably convenient to both parties, whether at such Grantor's or the Administrative Agent's premises or elsewhere. Such Grantor, shall at its sole expense, store and keep any Collateral so assembled at such place or places pending further action by the Administrative Agent and while the Collateral shall be so stored and kept, shall provide such services as shall be necessary to protect the same and to preserve and maintain the Collateral in good condition.

(c) When Collateral is in the Administrative Agent's possession, (i) each Grantor shall pay (or reimburse the Administrative Agent on demand for) all reasonable expenses (including the cost of any insurance and payment of taxes or other charges) incurred in the custody, preservation, use or operation of the Collateral, and the obligation to reimburse all such expenses shall be secured hereby and (ii) the risk of accidental loss or damage shall be on such Grantor to the extent of any deficiency in any effective insurance coverage.

9.5 Disposition of the Collateral. If an Event of Default shall occur and be continuing, the Administrative Agent may sell, assign, lease, license (on an exclusive or non-exclusive basis) give an option or options to purchase or otherwise dispose of the Collateral (or contract to do any of the foregoing) under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, at public or private sale or sales, conducted by any officer, nominee or agent of, or auctioneer or attorney for the Administrative Agent at any location of any third party conducting or otherwise involved in such sale or any office of the Administrative Agent or elsewhere and in general in such manner, at such time or times and upon such terms and conditions and at such price as it may consider commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent may in its sole discretion restrict prospective bidders as to their number, nature of their business and investment intention. Any of the Collateral may be sold, leased, assigned or options or contracts entered to do so, or otherwise disposed

of, in the condition in which the same existed when taken by the Administrative Agent or after any overhaul or repair which the Collateral Agent shall determine to be commercially reasonable. To the extent permitted by applicable law, the Administrative Agent may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to any Grantor (except to the extent of surplus money received) as provided below. In the payment of the purchase price of the Collateral, the purchaser shall be entitled to have credit on account of the purchase price thereof of amounts owing to such purchaser on account of any of the Obligations and any such purchaser may deliver notes, claims for interest, or claims for other payment with respect to such Obligations in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. Such notes, if the amount payable hereunder shall be less than the amount due thereon, shall be returned to the holder thereof after being appropriately stamped to show partial payment.

9.6 Recourse. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Secured Obligations. Each Grantor shall also be liable for all expenses of the Administrative Agent incurred in connection with collecting such deficiency, including, without limitation, the fees and disbursements of any attorneys employed by the Administrative Agent or the Secured Parties to collect such deficiency.

9.7 Intellectual Property License. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article IX, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, to the extent it has the right to do so, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks.

9.8 Expenses; Attorneys Fees. Each Grantor shall reimburse the Administrative Agent for all its expenses in connection with the exercise of its rights hereunder, including without limitation all reasonable attorneys' fees and legal expenses incurred by the Administrative Agent or any Secured Party.

9.9 Application of Proceeds. The proceeds of any disposition of Collateral shall be applied as follows:

(a) to the payment of any and all expenses and fees (including reasonable attorneys' fees and disbursements) incurred by the Administrative Agent in

connection with the exercise of its rights and remedies hereunder, including without limitation, expenses and fees in connection with obtaining, taking possession of, removing, holding, insuring, repairing, preparing for sale or lease, storing and disposing of Collateral;

(b) to the satisfaction of the Secured Obligations in accordance with Section 2.15 of the Credit Agreement;

(c) any other payment of any amount required to be paid by the Administrative Agent by law;

(d) the satisfaction of indebtedness secured by any subordinate security interest in the Collateral if written notification of demand therefor is received before distribution of the proceeds is completed, but only to the extent of the proceeds undistributed when such notification is received; and

(e) upon termination of the Commitments and the expiration, cancellation or return to the issuer thereof undrawn upon of any letters of credit, to the Borrower on behalf of the Grantors or as a court of competent jurisdiction may direct.

9.10 Limitation on Duties Regarding Preservation of Collateral. (a) The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account.

(b) The Administrative Agent shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.

(c) Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

9.11 Waiver of Claims. Except as otherwise provided in this Agreement, **EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE ADMINISTRATIVE AGENT'S TAKING POSSESSION OR THE ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR**

REMEDIES AND ANY SUCH RIGHT WHICH SUCH GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE STATES OR OF ANY STATE, and each Grantor hereby further waives, to the extent permitted by law:

(a) all damages occasioned by such taking of possession except any damages which are the direct result of the Administrative Agent's gross negligence or willful misconduct;

(b) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Administrative Agent's rights hereunder;

(c) demand of performance or other demand, notice of intent to demand or accelerate, notice of acceleration presentment, protest, advertisement or notice of any kind to or upon any Grantor or any other Person; and

(d) all rights of redemption, appraisalment, valuation, diligence, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement, the absolute sale of the Collateral or any portion thereof and such Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

9.12 Discontinuance of Proceedings. In case the Administrative Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Administrative Agent's, then and in every such case each Grantor and the Administrative Agent shall be returned to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Administrative Agent shall continue as if no such proceeding had been instituted except to the extent such rights, remedies or powers were affected by the proceedings which were discontinued or abandoned.

ARTICLE X

INDEMNITY

10.1 Indemnity and Expenses. (a) Each Grantor agrees to indemnify, reimburse and hold the Administrative Agent and the Secured Parties, and their respective officers, directors, employees, representatives and agents (hereinafter in this Section referred to individually as "*Indemnitee*" and collectively as "*Indemnitees*") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section the foregoing are collectively called "expenses") for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement or the documents executed in connection herewith or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms of or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or for property damage) or any contract claim; provided that no Indemnitee shall be indemnified pursuant to this Section with respect to any expenses hereunder to the extent such expenses arise from the gross negligence or willful misconduct of that Indemnitee. Each Grantor agrees that upon written notice by any Indemnitee of any assertion that could give rise to an expense, such Grantor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify such Grantor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of clause (a) of this Section, each Grantor agrees to pay, or reimburse the Administrative Agent for any and all fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Administrative Agent's Liens on, and security interest for the benefit of the Secured Parties in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Administrative Agent's interest therein, whether through judicial proceedings or

otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Without limiting the application of clauses (a) or (b) of this Section, each Grantor agrees to pay, indemnify and hold each Indemnitee harmless from and against any expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by any Grantor in this Agreement or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement.

(d) If and to the extent that the obligations of any Grantor under this Section are unenforceable for any reason, each Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

10.2 Indemnity Obligations Secured by Collateral; Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Collateral. The indemnity obligations of the Grantors contained in this Article shall continue in full force and effect notwithstanding the full payment and performance of the Secured Obligations and notwithstanding the discharge thereof.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

11.2 Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Each Grantor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Grantor at its address set forth under its signature below. Each Grantor hereby

irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of the Administrative Agent to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any Grantor in any other jurisdiction.

11.3 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTORS AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

11.4 Limitation of Liability. No claim may be made by any Grantor or any other Person against the Administrative Agent or the affiliates, directors, officers, employees, attorneys or agent of any of them for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability (other than gross negligence or willful misconduct) arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Grantor hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

11.5 Notices. Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy, telex, or cable communication), and shall be deemed to have been duly given or made when delivered by hand, or five days after being deposited in the United States mail, postage prepaid, or, in the case of telex notice, when sent, answerback received, or, in the case of telecopy notice, when sent, or, in the case of a nationally recognized overnight courier service, one Business Day after delivery to such courier service, addressed, in the case of each party hereto, at its address specified opposite its signature below, or to such other address as may be designated by any party in a written notice to the other party hereto, provided that notices and communications to the Administrative Agent shall not be effective until received by the Administrative Agent.

11.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent, all future holders of the Secured Obligations and their respective successors and assigns, except that no Grantor

may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

11.7 Waivers and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument which (i) is executed by the Grantors and the Administrative Agent and (ii) is otherwise made in accordance with the Credit Agreement, provided that any provision of this Agreement may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. Any such amendment, supplement, modification or waiver shall be binding upon each Grantor and the Administrative Agent and all future holders of the Secured Obligations. In the case of any waiver, each Grantor, the Administrative Agent and the Secured Parties shall be restored to their former position and rights hereunder and under the outstanding Secured Obligations, and any Default or Event of Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

11.8 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent in exercising any right, power or privilege hereunder and no course of dealing between any of the Grantors and the Administrative Agent shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative may be exercised singly or concurrently and as often and in such order as the Administrative Agent deems expedient and are not exclusive of any rights or remedies which the Administrative Agent would otherwise have whether by agreement or now or hereafter existing under applicable law. No notice to or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent to any other or further action in any circumstances without notice or demand.

11.9 Termination; Release. When the Secured Obligations have been indefeasibly paid and performed in full and after termination of the Commitment and the expiration, cancellation or return to the issuer thereof of all Letters of Credit, this Agreement shall terminate, and the Administrative Agent, at the request and sole expense of the Grantors, will execute and deliver to the Grantors the proper instruments (including Uniform Commercial Code termination statements) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to the Grantors,

without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Administrative Agent and has not theretofore been disposed of, applied or released.

11.10 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

11.11 Effectiveness. This Agreement shall become effective on the date on which each Grantor shall have signed a counterpart hereof and shall have delivered the same to the Administrative Agent.

11.12 Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

11.13 Severability. In case any provision in or obligation under this Agreement or the Secured Obligations shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

11.14 Survival. All indemnities set forth herein shall survive the execution and delivery of this Agreement and the making and repayment of the Secured Obligations.

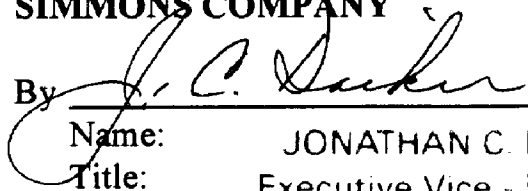
11.15 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11.16 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and such Grantor, the Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and such Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

SIMMONS COMPANY

By


Name: JONATHAN C. DAIKER

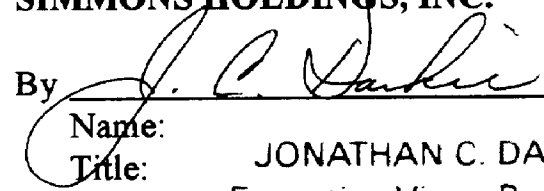
Title: Executive Vice - President
Chief Financial Officer

Notice Address:

One Concourse Parkway, Suite 600
Atlanta, GA 30328
Att: Jonathan C. Daiker
Telecopy: 770-392-2608

SIMMONS HOLDINGS, INC.

By


Name: JONATHAN C. DAIKER

Title: Executive Vice - President
Chief Financial Officer

Notice Address:

One Concourse Parkway, Suite 600
Atlanta, GA 30328
Att: Jonathan C. Daiker
Telecopy: 770-392-2608

**SIMMONS INTERNATIONAL
HOLDING COMPANY, INC.**

By

Name:

Title:


JONATHAN C. DAIKER
Executive Vice - President
Chief Financial Officer

Notice Address:

One Concourse Parkway, Suite 600

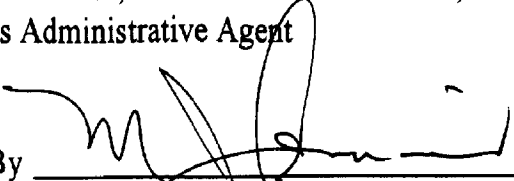
Atlanta, GA 30328

Att: Jonathan C. Daiker

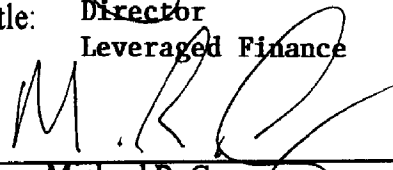
Telecopy: 770-392-2608

UBS A.G., STAMFORD BRANCH,
as Administrative Agent

By


Name: Michael J. Cerminaro
Title: Director
Leveraged Finance

By


Name: Michael R. Grayer
Title: Managing Director
Leveraged Finance

Notice Address:

677 Washington Blvd., 8th Floor
Stamford, CT 06901
Att: Lara Kavanagh
Telecopy: 203-719-4176

S-3

TRADEMARK
REEL: 1815 FRAME: 0055

SCHEDULE I

Security Collateral

PART I

Pledged Stock

<u>Issuer</u>	<u>Held (Pledged) By</u>	<u>Total Shares</u>	<u>Certificate No.</u>	<u>Percentage of Outstanding Stock</u>
Simmons Company	Simmons Holdings, Inc.	31,964,452	1	100%
Simmons International Holding Company, Inc.	Simmons Company	101	10	100%
Simmons Caribbean Bedding, Inc.	Simmons Company	260	5	65%
Simmons I.P. Inc.	Simmons Company	1,378,715	C-3	65%
Federated Department Stores	Simmons USA (merged into Simmons Company)	84	3168	n/a

PART II

Pledged Notes

<u>Issuer</u>	<u>Original Principal Amount</u>	<u>Date</u>
Simmons International Holding Company, Inc.	An amount not to exceed \$10,000,000 in the aggregate	October 29, 1998
Simmons Caribbean Bedding, Inc.	An amount not to exceed \$10,000,000 in the aggregate	October 29, 1998
H&H Sleep Centers, Inc. and LPM Corporation d/b/a La Jolla Patio and California Beautyrest Mattress Center	\$3,500,000	February 20, 1998
Orbit Development, Inc., Libitzky Development Corp., Moses S. Libitzky and 1700 Fairway Associates L.P.	\$2,500,000	September 29, 1992

SCHEDULE II

LOCATIONS OF EQUIPMENT AND INVENTORY

Locations of Equipment

1. Norcross, Georgia
1900 Beaver Ruin Circle
Norcross, GA 30071
2. Atlanta, Georgia
One Concourse Parkway
Suite 600
Atlanta, GA 30328
(hereinafter "Corporate HQ")
3. Atlanta Plant, Mabelton, Georgia
7131 Discovery Boulevard
Mabelton, GA 30093
4. Seattle Plant, Auburn, Washington
425 C St. Northwest
Auburn, WA 98002
5. San Leandro Plant, California
1700 Fairway Drive
San Leandro, CA 94577
6. Fredericksburg, Virginia
9601 Cosner Drive
Fredericksburg VA 22408
7. Denver Plant, Aurora, Colorado
17850 East 32nd Place
Aurora, CO 80011
8. Phoenix Plant, Tolleson, Arizona
101 North 104th Avenue, Suite A
Tolleson, AZ 85353
9. Jacksonville, Florida
540 Beautyrest Avenue
Jacksonville, FL 32254
10. Charlotte, North Carolina
5100 West W.T. Harris Blvd.
Charlotte, NC 28269-1898
11. Salt Lake City, Utah
Crossroads Corporate Center #1
1130 South 3800 West
Salt Lake City, UT 84104
12. Los Angeles Plant,
Compton/Harbor City, California
20100 South Alameda Street
Compton, CA 90220

13. Springfield Plant, Agawam, Massachusetts
320 Bowles Road
Agawam, MA 01001
14. Honolulu Plant, Kapolei, Hawaii
91-489 Komohana Street
Kapolei, HI 96707-1715
15. Dallas Plant, Coppell, Texas
4255 Patriot Drive, #100
Coppell, TX 75019
16. Shawnee, Kansas
7910 Hedge Lane Terrace
Shawnee, Kansas 66216
17. Janesville, Wisconsin
1809 Adel Street
Janesville, Wisconsin 53546
18. Piscataway, New Jersey
365 South Randolphville Road
Piscataway, NJ 08854
19. Columbus, OH Plant, Grove City
3960 Brookham Drive
Grove City, OH 43123
20. Warren Drive, Norcross, Georgia
6424 Warren Drive
Norcross, GA 30093
21. Chicago, Il
150 North Wacker Drive
Suite 650
Chicago, IL 60606
(hereinafter "Chicago Sales Office")
22. Highpoint, NC
International Home
Furnishings Center
2095 S. Main Street
Space No. M604
plus bays M601, M602, M603,
M605, M606, M607 and M608
High Point, NC 27261
(hereinafter "High Point
Showroom")
23. Atlanta, GA
1335 Chattahoochee Ave.
Atlanta, GA 30318
24. Baltimore, MD
Meadows Business Park
1717 Whitehead Rd.
Baltimore, MD 21207

25. Aurora, CO
Gateway Shopping Center
1060 S. Sable Boulevard
Aurora CO 80012
26. Morgantown, PA
Home Furnishings & Fashions
Outlet Mall, Store 107
Route 10, Berks County
Morgantown, PA 19543
27. Nashville, TN
364 Elysian Fields Court
Nashville, TN 37211
28. Davie, FL
Pine Island Ridge Plaza Shopping Ctr.
8858 State Road, #84
Room # G-3
Davie, FL 33324
29. Seattle, WA
17000 Aurora Avenue North
Seattle, WA 98133
30. Grandview, MO
Grandview Plaza Shopping Center
12905-L, South 71 Highway
Grandview, MO 64030
31. Shawnee, KS (Kansas City)
Westbrooke Village Shopping Ctr.
7357 Quivira Road
Shawnee, KS 66216
32. Kent, WA
Pacific Business Park
8623 South 212th Street
Kent, WA 98031
32. Norcross, GA
Regency Business Center
6300 Jimmy Carter Boulevard
Suite 106
Norcross, GA 30071
33. Rahway, NJ
Granite Plaza
947 Routes 1 & 9 North
Rahway, NJ 07065
34. Tampa, FL
11612 North Nebraska Avenue
Tampa, FL 33612
35. Dallas, TX
1200 Conveyor Lane
Dallas, TX 75247

36. Howell, NJ
800 Route 9 South
Howell, NJ 07728

Locations of Inventory

All of the above locations except Corporate HQ, Chicago Sales Office and High Point Showroom.

SCHEDULE III

LOCATIONS OF CHIEF EXECUTIVE OFFICES

Locations of Chief Executive Offices

1. Simmons Company
One Concourse Parkway
Suite 600
Atlanta, GA 30328

2. Simmons Holdings, Inc.
One Concourse Parkway
Suite 600
Atlanta, GA 30328

3. Simmons International Holding Company, Inc.
One Concourse Parkway
Suite 600
Atlanta, GA 30328

SCHEDULE IV

Intellectual Property

ITEM A: COPYRIGHTS

Copyrights of the Grantors are listed on Annex A attached hereto.

ITEM B: COPYRIGHT LICENSES

Copyright Licenses of the Grantors are listed on Annex B attached hereto.

ITEM C: PATENTS

Patents of the Grantors are listed on Annex C attached hereto.

ITEM D: PATENT LICENSES

Patent Licenses of the Grantors are listed on Annex B attached hereto.

ITEM E: TRADEMARKS

Trademarks of the Grantors are listed on Annex E attached hereto.

ITEM F: TRADEMARK LICENSES

Trademark Licenses of the Grantors are listed on Annex B attached hereto.

ITEM G: TRADE SECRET LICENSES

Trade Secret Licenses of the Grantors are listed on Annex B attached hereto.

Annex A

Copyrights

<u>Copyright</u>	<u>Date Filed</u>	<u>File No.</u>
BackCare Brochure	8/9/95	TX4-093-430
BackCare Floating Man Illustration	8/9/95	VA735-511
Dropping the Ball TV Commercial	8/9/95	PA772109
Dropping the Ball TV Script	8/9/95	TX4-093-428
EOS Equation of Sleep Brochure	9/11/95	TX3-673-900
The Do Not Disturb Mattress Brochure	9/11/95	TX3-673-902
Sleep Logic Series Brochure	9/11/95	TX3-673-901
Truckload Ad Slick 1997	4/16/98	pending
Beautyrest by Simmons.	5/12/98	TX-189-653
The Physical Fitness Mattress		

Annex B

Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
Louisville Bedding Co. (Amended and Restated Trademark License Agreement)(non-down products)	4/14/86 to 12/31/02	Exclusive use in U.S. of BEAUTYREST, BEAUTY SLEEP, BEAUTY LOFT, S & GLOBE DESIGN, BACKCARE, SIMMONS & POCKETED COIL trademarks on pillows and mattress pads and covers, bed ruffles, sheets, pillow cases, pillow shams, textile window treatments, synthetic filled comforters, duvet covers, and decorative pillows, excluding products containing "down" filling material
Louisville Bedding Co. (Trademark License Agreement) (down products)	1/4/91 to 12/31/95; automatic renewal from year to year unless either party elects to terminate	Exclusive use in U.S. of BEAUTYREST and BEAUTY SLEEP trademarks on pillows, comforters and mattress covers containing "down" filling material.
Simmons Universal Corporation, Simmons Juvenile Products Company and Hausted, Inc.	10/30/86; perpetual	Exclusive use in U.S. of 19 trademarks (including SIMMONS and BEAUTYREST) on mattresses and furniture in juvenile and healthcare market
United Sleep Products Inc. (Trademark License Agreement)	5/15/96 to 12/31/00	Exclusive right to use trademarks SIMMONS, BEAUTYREST, BEAUTYSLEEP, POCKETED COIL, S & GLOBE DESIGN, and SLUMBERTIME on futons (including those with pocket coil constructions supplied by the Company) in the U.S.
Price Manufacturing Inc. (First Amended and Restated Joint Venture and Trademark License Agreement)	7/29/96 to 12/31/01; amended and restated to add waterbeds; 5-year renewal at option of licensee	Exclusive right to use SIMMONS, SLEEP LOGIC, BEAUTYREST, CRESCENDO, POCKETED COIL, S & GLOBE, and other trademarks on air and dual bladder non-hardside water beds in U.S. through Company's dealer network; the company to supply pocket coil bolsters and certain sales support

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
Maxwell Products, Inc. (Restated Trademark License Agreement)	1/1/93 to 12/31/00 (formal renewal being negotiated)	Exclusive use in U.S. of SIMMONS, MAXIPEDIC and BEAUTYREST trademarks on adjustable beds
Land and Sky, Inc. (Trademark License Agreement)	12/19/90 to 12/31/00	Exclusive use in U.S. of SIMMONS, BEAUTYREST, CORRECT POSTURE and DEEP SLEEP on hardside waterbed mattresses, liners, heaters and accessories
LaNacional CXA (License Agreement)	2/1/90 to 1/31/91; automatic renewal each year unless canceled by either party	Exclusive use of SIMMONS, BEAUTYREST and MAXIPEDIC trademarks on mattresses and box springs sold in the Dominican Republic
Simmons de Argentina, S.A.I.C. (Trademark License Agreement)	10/10/84 to 1985; renewed through 4/29/97	Exclusive use of SIMMONS, BEAUTYREST, S & HOUSE DESIGN, S EMBLEM and 11 more minor trademarks for mattresses and box springs in Argentina
Scottdale Bedding Company Limited (License and Technical Assistance Agreement)	3/1/97 to 2/28/02	Exclusive use of unpatented technology and SIMMONS, BEAUTYREST, S & GLOBE DESIGN and POCKETED COIL trademarks for mattresses and box springs in the Bahamas; also, provision for technical assistance from the Company
Little Folks, Ltd.	10/30/86; perpetual	Exclusive use in juvenile market in Canada of 14 trademarks (including SIMMONS and BEAUTYREST)
Chatham Manufacturing, a Division of CMI Industries, Inc. (Trademark License Agreement)	9/26/94 to 12/31/98; licensee has option to renew for 1 1-year periods	Exclusive use in U.S. of BEAUTYREST, BEAUTYSLEEP, and S AND GLOBE DESIGN for blankets and automatic bedwarmers
Compania Simmons S.A. de C.V. (Trademark License Agreement)	5/21/90; perpetual unless terminated as specified	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED, MAXIPEDIC, S & HOUSE DESIGN and 5 other trademarks on bedding and upholstered furniture sold in Mexico
Compania Simmons S.A. de C.V. (Patent and Technology License)	5/21/90; as extended 6/30/95; for the life of all covered patents; 5 years for unpatented technology (with options to renew for an apparently unlimited number of 5-year periods)	Exclusive use of 5 patents and related technology on bedding and upholstered furniture sold in Mexico; provision for technical assistance by the Company

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
Indufoam S.A. de C.V. (License and Technology Agreement)	9/1/4 to 12/31/99; licensee has option to renew for two 5-year terms, but financial terms subject to negotiation	Exclusive use of trademarks and patents in El Salvador, Guatemala, Honduras, Nicaragua, Costa Rica and Belize; provision for technical assistance from the Company
Cauval Industries S.A. (successor by assignment to Christie-Tyler plc) (4 Industrial Property Licence Agreements)	4/9/87; perpetual	Four agreements granting license of SIMMONS, BEAUTYREST, HIDE-A-BED and other trademarks, and patents for machinery and process of manufacturing pocketed coil mattresses for use in mattresses, box springs, furniture and convertibles in four areas comprising Western Europe, the six central African countries of Congo, Gabon, Ivory Coast, Senegal, Sierra Leone, and Zaire, as well as Caribbean islands; all exclusive licenses except that Austria, Spain and Germany and the African countries are non-exclusive (except, further, that the rights to use the trademarks in Austria, Spain and Germany are exclusive)
Simmons Co., Ltd. (successor to SJL Investment Limited) (Existing Territory License Agreement)	6/30/87; perpetual	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED, S & HOUSE DESIGN and other trademarks and all patents issued by governments in the licensed territories for use in mattresses, box springs, bedding components and related accessories in Japan, Hong Kong, Singapore and Macau
Simmons Asia Limited (New Territories License Agreement)	6/30/87; perpetual	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED, S & HOUSE DESIGN and other trademarks and all patents issued by governments in the licensed territory for use in mattresses, box springs, bedding components and related accessories in India, China, Taiwan, Philippines, South Korea and 14 other countries in South Asia

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
Dunlop Pacific Limited d/b/a Dunlop Bedding	1/1/91; perpetual; subject to payment of annual minimum royalties	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED, S AND HOUSE DESIGN and 24 other trademarks and patents for machinery and the process of manufacturing pocketed coil mattresses, and use on blankets supplied by Company's U.S. licensee Chatham in Australia, New Zealand, Fiji, New Guinea and certain neighboring islands
• Sublicense agreement Simmons-K Company, Ltd.	1/1/94 to 1/1/14; option to renew for 20-year period	Exclusive use of SIMMONS trademark on mattresses, box springs and bedding components for use in North Korea and the technology in North Korea and the Republic of Korea
Simmons (Israel) Bedding Systems Ltd. (formerly known as Haim Herman and PAMA, Ltd.) (Technology License Agreement)	7/26/88 to 7/25/98; amended 6/17/97; option of licensee to renew for 5 more years if certain sales criteria met (Company has asked licensee about renewal intentions)	Exclusive use of SIMMONS, BEAUTYREST AND S AND HOUSE DESIGN trademarks on pocketed coil mattresses, box springs, convertible sofas, and futon mattresses in Israel and Israeli-controlled territories as of 11/5/87
Simmons Canada Inc. (License Agreement)	6/29/90; perpetual unless terminated as specified	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED and 100 other trademarks and 15 patents (plus 5 trademark and 7 patent applications) on mattresses, box springs, beds, bedding accessories and upholstered furniture sold in Canada; provision for technical assistance by the Company
Simmons Upholstered Furniture, Inc.		
• (Trademark License Agreement)	7/13/90; perpetual unless terminated by company upon licensee's breach of material provision	Exclusive use of 28 trademarks in connection with the manufacture and sale of upholstered products in U.S.
• (Trademark License Agreement)	7/13/90; perpetual unless terminated by Company upon licensee's breach of material provision	Exclusive use of SIMMONS trade name in connection with the sale of upholstered products in U.S.

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
• (BEAUTYREST Trademark License Agreement)	7/13/90; perpetual unless terminated by Company upon licensee's breach of a material provision or within 60 days after the termination of the Patent License Agreement	Exclusive use of BEAUTYREST trademark in connection with the manufacture and sale of upholstered products in U.S.
• (Patent and Technology License)	7/13/90; perpetual unless terminated by licensee with 6 months' notice or by Company upon licensee's breach of material obligation	Exclusive use of 17 patents and 6 trademarks in connection with the manufacture and sale of upholstered products in U.S.
Muebles Y Espejos S.A. (License and Technical Assistance Agreement)	3/1/96 to 2/28/99, with option of licensee to renew for another 5 years	Exclusive use for beds, mattresses and box springs of BEAUTYREST, SIMMONS, DEEP SLEEP and HIDE-A-BED and of unpatented technology for mattresses and box springs in Panama; contains provision for technical assistance from the Company
Simmons (South Africa) Pty. Ltd. f/k/a Bedfurn Industries (License and Technology Agreement)	9/1/95 to 10/31/02; either party may renew on a year-to-year basis thereafter; the Company has a 50/50 joint venture option exercisable 4/30/02-10/31/02	Exclusive use in the Republic of South Africa and the Republic of Namibia of unpatented technology in manufacture of mattresses and innerspring constructions
• (Trademark License Agreement)	9/1/95 to 10/31/02; either party may renew on a year-to-year basis thereafter	Exclusive use of SIMMONS, BEAUTYREST and certain other trademarks in the Republic of Namibia on mattresses, box springs or platform basis and convertible sofas
Komfort, S.A. (License and Technical Assistance Agreement)	10/1/95 to 12/31/98; licensee has option to seek renewal	Exclusive use of unpatented technology, SIMMONS, BEAUTYREST and S & HOUSE DESIGN (and in Colombia, BEAUTY SLEEP and MAXIPEDIC, as well) trademarks for pocket coil mattresses in Peru
Simmons de Venezuela, C.A. (Technology License Agreement)	3/1/98 to 2/28/2001	Exclusive use of unpatented technology and S & GLOBE DESIGN (minus word "SIMMONS") and POCKETED COIL trademarks for mattresses and box springs (licensee already owns SIMMONS, BEAUTYREST and certain other marks in Venezuela as a result of a purchase consummated in 1987

<u>Licensee</u>	<u>Date and Term</u>	<u>Intellectual Property Licensed</u>
Industrias Eldorado S.A. (License and Technical Assistance Agreement)	10/1/96 to 9/30/01	Exclusive use of unpatented technology and the trademarks BEAUTYREST, SIMMONS S & HOUSE DESIGN, BEAUTY SLEEP and MAXIPEDIC trademarks for mattresses and box springs in Colombia; provision for technical assistance from the Company
Dormita Polsterwaren GmbH & C. KG (License and Technology Agreement)	8/1/94 to 8/1/06; licensee may terminate early, in 3rd, 6th or 9th year	Non-exclusive right to use patents and technology to manufacture and sell beds and mattresses in Germany and Austria; provision for technical assistance from the Company

I. Other Material Agreements:

- a. Innerspring Construction Supply Agreement between Simmons Company and United Sleep Products, Inc. dated May 15, 1996.
- b. Equipment leases with the following leases concerning machines for production and assembly of pocketed coils for mattresses manufacturing:

	<u>Country</u>	<u>Lessee</u>	<u>Date</u>
i.	Argentina	Simmons de Argentina, S.A.I.C.	January 1, 1998
ii.	Argentina	Simmons de Argentina, S.A.I.C.	January 4, 1993
iii.	Australia	Pacific Dunlop Limited	January 1, 1991
iv.	Australia	Pacific Dunlop Limited	January 1, 1991
v.	Germany	Dormita Polsterwaren GmbH & Co. Kg.	July 19, 1994
vi.	Germany	Schlaraffia-Werke Hüser GmbH & Co. Kg.	July 19, 1994

vii.	Israel	Simmons (Israel) Bedding Systems Ltd.	July 16, 1995
viii.	Israel	Simmons (Israel) Bedding Systems Ltd.	February 1, 1998
ix.	Israel	Simmons (Israel) Bedding Systems Ltd.	November 5, 1987
x.	Mexico	Compania Simmons S.A. de C.V.	August 7, 1987
xi.	Mexico	Compania Simmons S.A. de C.V.	July 20, 1987
xii.	Mexico	Compania Simmons S.A. de C.V.	June 30, 1990
xiii.	Mexico	Compania Simmons S.A. de C.V.	June 24, 1991
xiv.	Mexico	Compania Simmons S.A. de C.V.	May 8, 1992
xv.	South Africa	Simmons (South Africa) Pty. Ltd.	October 1, 1996
xvi.	South Africa	Simmons (South Africa) Pty. Ltd.	September 1, 1995
xvii.	Venezuela	Simmons de Venezuela, C.A.	February 27, 1998

c. **Technical Services Agreement between the Company and Licensees of its Technology:**

<u>Country</u>	<u>Licensee</u>	<u>Date</u>
Argentina	Simmons de Argentina, S.A.I.C.	9/1/92
Australia	Pacific Dunlop Limited	1/1/92
Dominican Republic	LaNacional OXA	7/1/97
Western Europe, six	Cauval Industries S.A. (successor by	4/9/87

central Africa countries assignment to Christie-Tyler plc)
and Caribbean islands

- d. Agreement dated September, 1994 between the Company and La-Z-Boy Company regarding use by both companies of the trademark SIGNATURE
- e. Settlement Agreement dated August 11, 1987 between the Company and Contour Chair Lounge Co., Inc. regarding the use by both companies of the trademark CONTOUR FIT.
- f. Settlement Agreement dated November 25, 1996, between the Company and Craftmatic Industries, Inc. regarding use by both companies of the trademark CONTOUR FIT.
- g. Master Agreement and Security Agreement between the Company and N.V. B Linea, dated December 7, 1993, regarding the assignment of U.S. and Canadian patents and patent applications.

Annex C
Patents

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Owner</u>
1. Canada	UPHOLSTERY COIL TRANSFER MECHANISM	1128082	7/20/82	Simmons Company

Further Patents are set forth on the following report entitled "Simmons Company -- Foreign and Domestic."

Simmons Company-Foreign and Domestic

28-Oct-98

ClientRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-001	Australia	980058	400 007 POCKETED SPRING ASSEMBLY	5645780	3/14/80	539650	2/28/85	3/14/90	
SBC-001	Canada	980058	400 016 POCKETED SPRING ASSEMBLY	345913	2/19/80	1127780	7/13/82	7/13/99	
SBC-001	Italy	980058	400 033 POCKETED SPRING ASSEMBLY	48058/80	2/28/80	1127369	3/21/86	2/28/00	
SBC-001	Japan	980058	400 073 POCKETED SPRING ASSEMBLY	34677/80	3/18/80	1276351	8/16/85	12/13/91	Expired for non-payment of 8th year annuity
SBC-001	United Kingdom	980058	400 053 POCKETED SPRING ASSEMBLY	805062	2/14/80	2044609	4/20/83	2/14/00	
SBC-001	United States of America	980058	300 002 POCKETED SPRING ASSEMBLY	022067	3/19/79	4234984	11/25/80	3/19/99	Original Contourflex Construction
SBC-001	Venezuela	980058	400 056 POCKETED SPRING ASSEMBLY	40480	3/18/80	42739		8/26/95	
SBC-002	United States of America	980058	300 003 REINFORCED BOX SPRING FRAME	123261	2/21/80	4399373	8/23/83	8/23/00	"L" Brace Box Spring Frame
SBC-003	United States of America	980058	300 004 ADJUSTABLE FIRMNESS MATTRESS PILLOW TOP	276155	6/22/81	4424500	1/10/84	6/22/01	Inflatable Cushions Beneath P.T.

Class/Ref	Country Name	CAM Number	Title	App Number	Pub Date	Pat Number	Iss Date	Exp Date	Remarks
SBC-004	United States of America	980038	300 005 AIR BED ARRANGEMENT	275938	6/22/81	4433864	3/13/84	6/22/01	Air Bed Containing Air Compressor
SBC-005	Australia	980038	400 008 POCKETED SPRING ASSEMBLY APPARATUS	8130082	3/11/82	538887	1/23/85	3/11/90	
SBC-005	Mexico	980038	400 045 HIGH SPEED BEAUTYREST COIL STRING ASSEMBLY						No information was received for this application; Mr. Gonzalez is checking patent office records for title
SBC-005	United States of America	980038	300 006 POCKETED SPRING ASSEMBLY APPARATUS	323574	11/20/81	4451946	6/5/84	11/20/01	Cloverleaf - Ultrasonic Welded B/R Construction by Varying Weld Lengths to Adjust 2 Rows if Coil & Stabilize in a Cloverleaf
SBC-005	Venezuela	980038	400 037 POCKETED SPRING ASSEMBLY APPARATUS	41082	3/10/82	45056		5/26/97	
SBC-006	Brazil	980038	400 010 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS			817802802	12/12/78	12/12/93	
SBC-006	Canada	980038	400 014 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	302195	4/28/78	1085597	9/16/80	9/16/97	
SBC-006	France	980038	400 027 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	7813120	5/3/78	2389573	1/25/83	5/3/98	
SBC-006	Italy	980038	400 032 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	49181A78	5/3/78	1102546	10/7/85	5/3/98	

ClientRef	CountryName	CAM Number	Title	AppNumber	FUDate	PatNumber	IssDate	ExpDate	Remarks
SBC-006	Mexico	980058	400 042 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	173347	5/4/78	147071	9/30/82	9/30/92	
SBC-006	United States of America	980058	300 007 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	284240	5/5/77	4439977	4/3/84	4/3/01	Ultrasonic Pocket Machine
SBC-007	Argentina	980058	400 002 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	288688	3/9/82	227965	12/30/82	12/30/97	
SBC-007	Canada	980058	400 017 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	397777	3/8/82	1179490	12/18/84	12/18/01	
SBC-007	European Patent Office	980058	400 023 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	82301251.3	3/11/82	0060146	1/2/86	3/11/91	Switzerland, West Germany, France, United Kingdom and Italy; Lapsed for failure to pay 1991 annuities
SBC-007	United States of America	980058	300 008 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	143892	1/29/82	4401501	8/30/83	3/11/01	Conflex Machint - Ultrasonic Assembly of P.C. Construction
SBC-008	United States of America	980058	300 009 THERMALLY CONTROLLABLE HEATING MATTRESS	275960	6/22/81	4423308	12/27/83	6/22/01	Thermally Controllable Heating Machine
SBC-009	Japan	980058	400 072 MATTRESS	57-107516	6/22/82			2/16/93	
SBC-009	United States of America	980058	300 010 BED MATTRESS HAVING AN IMPROVED PILLOW TOP	275955	6/22/81	4449261	5/22/84	6/22/01	Removable Core & Geminal Reversible Top Mattress Covering

ClassRef	Country Name	CAM Number	Title	AppNumber	FIDate	PatNumber	IssDate	ExpDate	Remarks
SBC-010	United States of America	980058	300 011 INDEPENDENT BLOCK ASSEMBLY OF SPRINGS	419369	9/17/82	4523344	6/18/85	9/17/02	Cloverleaf Assembly of Pocketed Coils
SBC-011	United States of America	980058	300 012 STABILIZED MATTRESS BORDER	467543	2/17/83	4462129	7/31/84	7/31/97	B/R 2-Coil Pocketed Coil; Lapsed 7/31/97 for non-payment of maintenance fee
SBC-012	United States of America	980058	300 013 COIL SPRING CONSTRUCTION	482759	4/7/83	4485506	12/4/84	4/7/03	Foam Stabilized Pocketed Coil Construction
SBC-013	United States of America	980058	300 014 BOXSPRING HAVING COIL COMPRESSION STOPS	512099	7/8/83	4519107	5/28/85	7/8/03	Contract Box Spring
SBC-014	Canada	980058	400 019 ULTRASONIC SEPARATION APPARATUS	466849	11/1/84	1220712	4/21/87	4/21/04	
SBC-014	European Patent Office	980058	400 024 ULTRASONIC SEPARATION APPARATUS	84303338.2	5/17/84	0144114	4/13/88	5/17/04	Belgium, Switzerland, Germany, France, United Kingdom, Italy, Netherlands, Italy
SBC-014	Japan	980058	400 040 ULTRASONIC SEPARATION APPARATUS	59134042	6/28/84	1595408	12/27/90	6/28/04	
SBC-014	United States of America	980058	300 015 ULTRASONIC SEPARATION APPARATUS	548053	11/2/83	4491491	1/1/85	11/2/03	Counter Cut-Off Ultrasonic Knife System
SBC-015	Australia	980058	400 005 INNERSPRING CONSTRUCTION	33515184	9/26/84	577545	3/3/89	9/26/04	
SBC-015	Belgium	980058	400 215 INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0154076	4/18/90	10/9/04	
SBC-015	Canada	980058	400 013 INNERSPRING CONSTRUCTION	464467	10/2/84	1220289	4/7/87	4/7/04	

ClientRef	CountryName	CAM Number	TW#	AppNumber	FILdate	PatNumber	IssDate	ExpDate	Remarks
SBC-015	European Patent Office	980058	400 021	843068552	10/9/84	0154076	4/18/90	10/9/04	Belgium, Germany, France, U.K., Italy, Luxembourg, Netherlands
SBC-015	France	980058	400 216	843068552	10/9/84	0154076	4/18/90	10/9/04	
SBC-015	Germany	980058	400 219	843068552	10/9/84	3481968-1	4/18/90		
SBC-015	Italy	980058	400 217	843068552	10/9/84	0154076	4/18/90	10/9/04	
SBC-015	Japan	980058	400 035	59-233047	11/5/84			8/29/90	
SBC-015	Luxembourg	980058	400 221	843068552	10/9/84	0154076	4/18/90		
SBC-015	Mexico	980058	400 041	204334	2/14/85	163213	3/10/92	2/14/05	Next set of armatures due in 2001
SBC-015	Netherlands	980058	400 218	843068552	10/9/84	0154076	4/18/90		
SBC-015	Spain	980058	400 047	541.116/5	3/8/85	541.116/5	3/5/86	3/5/06	
SBC-015	Spain	980058	400 048	551378/2	1/29/86	551378/2	8/14/86	1/29/06	
SBC-015	United Kingdom	980058	400 220	843068552	10/9/84	0154076	4/18/90		
SBC-015	United States of America	980058	300 016	586867	3/9/84	4578834	4/1/86	3/9/04	IBM Construction (Strings Glued Together)

ClientRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-016	Australia	980058	400 006 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	47318785	9/10/85	582187	7/28/89	9/10/05	
SBC-016	Austria	980058	400 009 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	A20486	1/28/86	396100	5/25/93	1/28/06	
SBC-016	Belgium	980058	400 161 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	Canada	980058	400 015 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	481118	5/9/85	1234685	4/5/88	4/5/05	
SBC-016	European Patent Office	980058	400 022 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	85301642.6	3/8/85	0155158	7/4/90	3/8/05	Belgium, Germany, France, U.K., Italy, Luxembourg, Netherlands
SBC-016	France	980058	400 163 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	Germany	980058	400 162 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	3578503	7/4/90	3/8/05	
SBC-016	Italy	980058	400 165 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-016	Japan	980038	400 037 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	60-102519	5/14/85	1598745	1/28/91	5/14/05	
SBC-016	Luxembourg	980038	400 166 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	Mexico	980038	400 043 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	206378	8/21/85	163932	6/29/92	8/21/05	Next set of annuities due in 2001
SBC-016	Netherlands	980038	400 167 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	New Zealand	980038	400 046 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	211505	3/19/85	211505	10/27/87	3/19/01	
SBC-016	Spain	980038	400 049 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	543.688	5/30/85	543.688	3/4/86	3/4/06	
SBC-016	United Kingdom	980038	400 164 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	United States of America	980038	300 017 METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	695311	1/28/85	4566926	1/28/86	3/9/04	HMB Assembly Machine

ChadRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-017	United States of America	980058	300 018 APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	685373	12/24/84	4565046	1/21/86	12/24/04	Adjustable Ultrasonic Stands for Ultrasonic Coiler
SBC-018	Canada	980058	400 018 THERMALLY WELDED SPRING POCKETS	301671	4/21/78	1071335	2/5/80	2/5/97	
SBC-018	Japan	980058	400 038 THERMALLY WELDED SPRING POCKETS	4868078	4/24/78	1094844	4/27/82	4/24/98	
SBC-018	Spain	980058	400 050 THERMALLY WELDED SPRING POCKETS	540710	2/26/85	295796	11/10/87	2/26/05	
SBC-018	United Kingdom	980058	400 054 THERMALLY WELDED SPRING POCKETS	1521078	4/18/78	1586909	5/27/81	4/18/98	
SBC-018	United States of America	980058	300 019 THERMALLY WELDED SPRING POCKETS	947545	10/2/78	4234983	11/25/80	11/25/97	Ultra-Sonically Welded P.C. Strings
SBC-019	United States of America	980058	300 020 UPHOLSTERY COIL TRANSFER MECHANISM	829218	8/31/77	4163808	8/28/79	8/31/97	Coil Transfer Mechanism
SBC-020	United States of America	980058	300 021 PLATFORM BED	837392	9/28/77	4106138	8/15/78	9/28/97	Platform Bed
SBC-021	France	980058	400 028 POCKETED SPRING ASSEMBLY	8005875	3/17/80	2451729	11/21/80	3/17/00	
SBC-021	United States of America	980058	300 023 POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM	354482	5/19/89	4986518	1/22/91	6/13/08	Early Side Seal Divisional

ClientRef	CountryName	CAM Number	Title	AppiNumber	PubDate	PatNumber	InvDate	ExpDate	Remarks
SBC-021	United States of America	980058	300 012 METHOD FOR PROVIDING POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM OVERLAP SIDE SEAM	205920	6/13/88	4854023	8/8/89	6/13/08	Early Side Seal
SBC-023	United States of America	980058	300 025 MATTRESS OR CUSHION SPRING ARRAY	295063	1/9/89	4893352	1/23/90	1/23/98	Molded Plastic Bellows-Type Coils; Lapsed 1/23/98 for failure to pay maintenance fee
SBC-024	Canada	980058	400 067 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL	2047438-6	7/19/91	2047438	3/4/97	7/19/11	
SBC-024	Israel	980058	400 031 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	100516	12/26/91	100516	3/9/94	12/26/11	
SBC-024	Japan	980058	400 039 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	3321598	12/5/91				E.T.I. Infeed System
SBC-024	United States of America	980058	300 041 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	003259	1/12/93				E.T.I. Infeed System (Cont- Div)
SBC-024	United States of America	980058	300 059 METHOD AND APPARATUS FOR POCKETED COIL CONSTRUCTION HAVING IMPROVED TRACKING CHARACTERISTICS	424552	4/17/95	5509887	4/23/96	4/23/13	
SBC-024	United States of America	980058	300 026 APPARATUS FOR COMPRESSING A SPRING	637290	1/3/91	5186435	2/16/93	1/3/11	E.T.I. Coiler Improvements
SBC-023	Belgium	980058	400 168 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/95	4/17/11	

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-025	Denmark	980058	400 170	91401022.8	4/17/91	453363	12/20/95	4/17/11	Active in Belgium, Denmark, Germany, Spain, France, Italy, Sweden and the U.K.; annuities paid by Cabinet Weinstein
SBC-025	European Patent Office	980058	400 066	91401022.8	4/17/91	453363	1/10/96	4/17/11	Annunities being paid by Cabinet Weinstein
SBC-025	Finland	980058	400 025	911866	4/17/91	95197	12/20/95	4/17/11	
SBC-025	Finland	980058	400 071	942506	5/25/94				
SBC-025	France	980058	400 174	91401022.8	4/17/91	453363	12/20/95	4/17/11	
SBC-025	Germany	980058	400 169	91401022.8	4/17/91	69115549	12/20/95		
SBC-025	Hong Kong	980058	400 197	98107173.7	6/27/98				
SBC-025	Israel	980058	400 030	97858	4/16/91	97858	11/27/94	4/16/11	
SBC-025	Italy	980058	400 173	91401022.8	4/17/91	453363	12/20/95	4/17/11	
SBC-025	Mexico	980058	400 044	025396	4/17/91	176900	12/16/94	4/17/11	Next set of annuities due in 2001

ClientRef	Country Name	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-025DIV	Italy	980058	400 204 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-025DIV	Sweden	980058	400 205 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-025DIV	United Kingdom	980058	400 206 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-026	United States of America	980058	300 029 BOX SPRING CORNER SUPPORT	934206	8/21/92	5765291	11/30/93	10/22/11	Box Spring Plastic Corner
SBC-026	United States of America	980058	300 028 BEDDING SYSTEM INCLUDING SPRING HAVING LIMITING MEMBRANE	781347	10/22/91	5165125	11/24/92	10/22/11	Plastic Box Spring
SBC-027	United States of America	980058	300 030 MATTRESS HAVING 2-PLY MOISTURE BARRIER AND REPLACEABLE UPHOLSTERY	025022	3/1/93	5311624	5/17/94	3/1/13	Moisture Resistant Mattress Construction/Retail a Center
SBC-027	United States of America	980058	300 044 MATTRESS HAVING 2-PLY MOISTURE BARRIER AND REPLACEABLE UPHOLSTERY	243157	5/16/94			2/21/96	Moisture Resistant Mattress Construction/Retail a Center
SBC-028	Israel	980058	400 029 FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	100517	12/26/91	100517	6/16/95	12/26/11	
SBC-028	Japan	980058	400 036 FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	4-51311	3/10/92				

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-028	United States of America	980058	300 031 FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	673203	3/21/91	5144707	9/8/92	3/21/11	Foam Perimeter Flotation System Using Velcro Fasteners
SBC-028	United States of America	980058	300 033 FLOTATION SYSTEM INCLUDING IMPROVED CUSHIONING AND SUPPORT FEATURES	961275	10/14/92	5285541	2/15/94	2/15/98	Flotation Tray Design with Flange, lapses 2/15/98 for non-payment of maintenance fee
SBC-028	United States of America	980058	300 032 FLOTATION SYSTEM WITH LINER TRAY	850480	3/17/92	5245716	9/21/93	9/21/97	Flotation Tray with Flat Edges
SBC-029	France	980058	400 026 CONVERTIBLE BED	8412209	8/1/84			11/12/87	
SBC-029	United States of America	980058	300 034 CONVERTIBLE BED	872338	6/9/86	4803742	2/14/89	6/9/06	Slide-A-Bed
SBC-030	Australia	980058	400 003 FLOTATION MATTRESS	5018879	8/22/79	530149	12/8/83	8/22/89	
SBC-030	Canada	980058	400 011 FLOTATION MATTRESS	334859	8/31/79	1103818	6/23/81	6/23/98	
SBC-030	European Patent Office	980058	400 020 WATERBED MATTRESS	79301788.0	8/31/79	0008930	2/1/84	8/31/88	Austria, Switzerland, West Germany, France, Italy, Netherlands, Sweden - all lapsed for failure to pay 1988 annuity, U.K. lapsed for failure to pay 1991 annuity
SBC-030	Japan	980058	400 034 FLOTATION MATTRESS	54110533	9/4/81	1095571	4/27/82	9/4/88	Expired for failure to pay 8th year annuity
SBC-030	Taiwan	980058	400 052 FLOTATION MATTRESS	6924586	8/29/79	14453	6/1/81	5/31/91	
SBC-030	United States of America	980058	300 035 FLOTATION MATTRESS	939049	9/1/78	4245362	1/20/81	9/1/98	Water Coil

ClientRef	CountryName	CAM Number	Title	AppNumber	FDDate	PatNumber	IssDate	ExpDate	Remarks
SBC-036	European Patent Office	980058	400 081 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES						
SBC-036	Mexico	980058	400 062 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER						Application not filed per Saul Gonzalez of Grupo due to late instructions and priority date was missed
SBC-036	Patent Cooperation Treat	980058	400 058 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	PCI/US94/14996	12/29/94				Entered national stage in Australia, Canada and Russia
SBC-036	Russian Federation	980058	400 105 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	96123133	12/29/94			12/29/14	
SBC-036	United States of America	980058	300 058 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER	08/466061	6/6/95				Otis Brush (Abandoned)
SBC-036	United States of America	980058	300 042 METHOD FOR MANUFACTURING MATTRESSES OR BOX SPRINGS, INCLUDING IMPROVED SPRING TRANSFER	238814	5/6/94	3471725	12/3/95	5/6/14	Otis Brush
SBC-037	Australia	980058	400 107 CONDITIONING POCKETED COIL SPRINGS	15963/95	12/30/94			12/30/14	
SBC-037	Canada	980058	400 108 CONDITIONING POCKETED COIL SPRINGS	2197647	12/30/94			12/30/14	
SBC-037	China	980058	400 109 CONDITIONING POCKETED COIL SPRINGS	94195182.0	12/30/94			12/30/14	

ClientRef	CountryName	CAM Number	Title	AppNumber	FIDate	PatNumber	IssDate	ExpDate	Remarks
SBC-037	Czech Republic	980058	400 110 CONDITIONING POCKETED COIL SPRINGS	PV46197	12/30/94			12/30/14	
SBC-037	European Patent Office	980058	400 106 CONDITIONING POCKETED COIL SPRINGS	95907933.4	12/30/94			12/30/14	
SBC-037	Hong Kong	980058	400 207 CONDITIONING POCKETED COIL SPRINGS						
SBC-037	Hungary	980058	400 111 CONDITIONING POCKETED COIL SPRINGS		12/30/94			12/30/14	
SBC-037	Japan	980058	400 112 CONDITIONING POCKETED COIL SPRINGS	8-507273	12/30/94			12/30/94	
SBC-037	Mexico	980058	400 063 METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	951328	8/9/95			8/9/15	Exam requested and first annuities paid; next annuities due upon grant
SBC-037	Patent Cooperation Treat	980058	400 059 METHOD & APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	PC/TUS94/14891	12/30/94				Entered national phase in Canada, China, EPO, Hungary, Russia, Czech, Australia, Poland and previously filed in Mexico
SBC-037	Poland	980058	400 113 CONDITIONING POCKETED COIL SPRINGS	318645	12/30/94			12/30/14	
SBC-037	Russian Federation	980058	400 114 CONDITIONING POCKETED COIL SPRINGS	97102713	12/30/94			12/30/14	
SBC-037	United States of America	980058	300 057 METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	461111	6/5/95	553443	9/10/96	8/15/14	Weld Method Using Indexed Jaw (Div)
SBC-037	United States of America	980058	300 043 METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	08304921	8/15/94	5572853	11/12/96	8/15/14	Heat Treating (Method and Apparatus)

Class/Ref	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-038	Australia	980058	400 099 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	1511695	12/29/94			4/25/97	
SBC-038	Canada	980058	400 098 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	2185526	12/29/94			12/24/14	
SBC-038	European Patent Office	980058	400 082 METHOD & APPARATUS FOR MANUFACTURING MATTRESSES & BOX SPRINGS	95907213.3	12/29/94			12/29/14	
SBC-038	Hong Kong	980058	400 208 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS						
SBC-038	Japan	980058	400 096 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	524010/95	12/29/94			12/29/14	
SBC-038	Korea, South	980058	400 095 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	705061/96	12/29/94			12/29/14	
SBC-038	Mexico	980058	400 064 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	951320	3/13/95			3/13/15	Exam requested and annuities paid; next annuity due upon grant
SBC-038	Patent Cooperation Treat	980058	400 060 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	PCT/US94/14430	12/29/94				Entered national phase in Poland, S. Korea, Japan, Russia, Australia, Canada, previously filed in Mexico

ClientRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-038	Poland	980038	400 094 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	316310	12/29/94			12/29/94	
SBC-038	Russian Federation	980038	400 097 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	96121926	12/29/94			12/29/14	
SBC-038	United States of America	980038	300 045 APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	212235	3/14/94	5444905	8/29/95	3/14/14	Jack Shaul/Coiler Head Improvements
SBC-039	United States of America	980038	300 046 ADJUSTABLE LUMBAR SUPPORT FOR FLOTATION SYSTEMS	110890	8/24/93	3353454	10/11/94	10/11/98	Flotation Tray System
SBC-040	Australia	980038	400 101 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	2475395	5/5/95			6/20/97	
SBC-040	Canada	980038	400 102 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	2189533	5/5/95			5/5/15	
SBC-040	European Patent Office	980038	400 083 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS						
SBC-040	Patent Cooperation Treat	980038	400 074 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	PCT/US95/05701	5/5/95				Entered national phase in Russia, Australia and Canada

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PubNumber	IssDate	ExpDate	Remarks
SBC-040	Russian Federation	980058	400 100 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	96123132	5/5/95			5/5/15	
SBC-040	United States of America	980058	300 047 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	238835	5/5/94	5499414	3/19/96	5/5/14	Tension Bar Edge Support
SBC-041	European Patent Office	980058	400 115 METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTIONS	95906589.7	12/30/94			12/30/94	
SBC-041	Hong Kong	980058	400 209 METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTIONS						
SBC-041	Mexico	980058	400 065 METHOD & APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	953772	8/31/95			8/31/15	Exam requested and annuities paid; next annuity due upon grant
SBC-041	Patent Cooperation Treat	980058	400 061 METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	PCT/US94/13266	12/30/94				Entered national phase in EPO; previously filed in Mexico
SBC-041	United States of America	980058	300 048 METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	08/302417	9/8/94	5621935	4/23/97	9/8/14	Chevron

ClientRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-042	Canada	980058	400 068 INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FOR MANUFACTURING SAID CONSTRUCTION	2026822	10/3/90	2026822	9/12/95	10/3/10	B/Linea patent
SBC-042	United States of America	980058	300 049 INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FR LIKE PROCESS FOR MANUFACTURING SAID CONSTRUCTION	484801	2/26/90	5016305	5/21/91	2/26/10	B/Linea Finished Pocketed Coil Construction
SBC-043	Canada	980058	400 069 METHOD AND APPARATUS FOR ASSEMBLING INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS OR THE LIKE	2026817	10/3/90	2026817	8/8/95	10/3/10	B/Linea patent
SBC-043	United States of America	980058	300 050 METHOD AND APPARATUS FOR ASSEMBLING INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS AND THE LIKE	484849	2/26/90	5126004	6/30/92	2/26/10	B/Linea Pocketed Coil Assembly
SBC-044	Patent Cooperation Treat	980058	400 075 KNOCK DOWN MATTRESS SYSTEM	PCT/US95/10257	8/11/95				Did not enter the national stage
SBC-044	Spain	980058	400 051 POCKETED SPRING ASSEMBLY	295797	1/31/86	295797		11/16/95	
SBC-044	United States of America	980058	300 051 KNOCK DOWN MATTRESS SYSTEM	08/198227	3/3/95	5557813	9/24/96	3/3/15	KD Mattress
SBC-045	Patent Cooperation Treat	980058	400 079 KNOCK DOWN FOUNDATION FOR A BED	PCT/US95/09920	8/7/95				Did not enter the national phase

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-045	United States of America	980058	300 052 KNOCK DOWN FOUNDATION FOR A BED	399167	3/2/95	5469589	11/28/95	3/2/15	KD/RTA Foundation
SBC-046	United States of America	980058	300 053 COILER APPARATUS						Coiler Lap Seal; Disclosure dropped per client
SBC-047	Australia	980058	400 140 MULTIPLE FIRMNESS MATTRESS	3590395	9/15/95	695946		9/15/17	
SBC-047	Brazil	980058	400 141 MULTIPLE FIRMNESS MATTRESS	PI9510583-2	9/15/95			9/15/17	
SBC-047	Canada	980058	400 142 MULTIPLE FIRMNESS MATTRESS	2223750	9/15/95			9/15/17	
SBC-047	China	980058	400 143 MULTIPLE FIRMNESS MATTRESS	95197916.7	9/15/95			9/15/17	
SBC-047	European Patent Office	980058	400 148 MULTIPLE FIRMNESS MATTRESS	95933129.9	9/15/95			9/15/17	
SBC-047	Hong Kong	980058	400 210 MULTIPLE FIRMNESS MATTRESS	98110645.1	9/16/98				
SBC-047	Japan	980058	400 144 MULTIPLE FIRMNESS MATTRESS	534022/1996	9/15/95			9/15/17	
SBC-047	Korea, South	980058	400 147 MULTIPLE FIRMNESS MATTRESS	97-707891	9/15/95			9/15/17	
SBC-047	Mexico	980058	400 145 MULTIPLE FIRMNESS MATTRESS	978599	9/15/95			9/15/17	
SBC-047	Patent Cooperation Treat	980058	400 080 MULTIPLE FIRMNESS MATTRESS	PCYUS95/11785	9/15/95				
SBC-047	Russian Federation	980058	400 146 MULTIPLE FIRMNESS MATTRESS	97120508	9/15/95			9/15/17	
SBC-047	United States of America	980058	300 054 MULTIPLE FIRMNESS MATTRESS	08438888	5/10/95				Multiple Firmness

ClientRef	CountryName	CAM Number	Title	ApplNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-048	Thailand	980058	400 093	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	031808	6/6/96		6/6/06	
SBC-048	Ukraine	980058	400 159	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	98010038/M	6/6/96			
SBC-048	United States of America	980058	300 055	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	08/478915	6/7/95	3/25/97	6/7/15	Side Seal
SBC-049	Australia	980058	400 129	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	33634/95	8/14/95		8/14/15	
SBC-049	Brazil	980058	400 130	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	PI9510568-9	8/14/95		8/14/10	
SBC-049	Canada	980058	400 131	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	2217645	8/14/95		8/14/15	
SBC-049	China	980058	400 132	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	95197864.0	8/14/95		8/14/15	
SBC-049	European Patent Office	980058	400 139	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	95930176.3	8/14/95		8/14/15	
SBC-049	Hong Kong	980058	400 198	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	98109113.6	7/13/98			
SBC-049	Israel	980058	400 133	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES		8/14/95		8/14/15	

CheatRef	CountryName	CAM Number	Title	AppdNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-049	Japan	980058	400 134 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	530265/1996	8/14/95			8/14/15	
SBC-049	Korea, South	980058	400 138 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	97-706949	8/14/95			8/14/15	
SBC-049	Mexico	980058	400 135 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	977612	8/14/95			8/14/15	
SBC-049	Patent Cooperation Treat	980058	400 078 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	PCT/US95/10366	8/14/95				Authorized to file before IPO in Australia, Brazil, Canada, Poland, Israel, Mexico, China, Japan, S. Korea, RPO and Russia; Debra Nagley to confirm
SBC-049	Poland	980058	400 136 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	322685	8/14/95			8/14/15	
SBC-049	Russian Federation	980058	400 137 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	97118604	8/14/95			8/14/15	
SBC-049	United States of America	980058	300 056 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	416065	4/4/95				Vacuum Packaging
SBC-049	United States of America	980058	300 066 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	08/919655	8/28/97			8/28/17	Vacuum Packaging Reissue
SBC-049	United States of America	980058	300 056 METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	694803	8/9/96	5622030	4/22/97	4/4/15	Vacuum Packaging

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-050	Argentina	980058	400 116 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P970104139	9/10/97			9/10/17	
SBC-050	India	980058	400 118 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	2545(Del)/97	9/8/97				
SBC-050	Israel	980058	400 117 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	121721	9/8/97			9/8/17	
SBC-050	Malaysia	980058	400 121 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P19704196	9/10/97				
SBC-050	Patent Cooperation Treat	980058	400 123 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PCT/US97/15303	9/8/97				
SBC-050	South Africa	980058	400 119 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	978142	9/10/97	978142	5/27/98	9/10/17	
SBC-050	Thailand	980058	400 122 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	039531	9/10/97			9/10/17	
SBC-050	United States of America	980058	300 060 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	08/711484	9/10/96	5749133	5/12/98	9/10/16	Side Seal Improvement

ClientRef	CountryName	CAM Number	Title	AppNumber	FIDate	PatNumber	IssDate	ExpDate	Remarks
SBC-050	Venezuela	980058	400 120 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	1821-97	9/9/97			9/9/17	
SBC-051	Argentina	980058	400 124 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	970104140	9/10/97			9/10/17	
SBC-051	Israel	980058	400 125 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	121722	9/8/97			9/8/17	
SBC-051	Malaysia	980058	400 127 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	P19704199	9/10/97				
SBC-051	Patent Cooperation Treat	980058	400 128 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	PCT/US97/15801	9/8/97				
SBC-051	South Africa	980058	400 126 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	978147	9/10/97	978147	5/27/98	9/10/17	
SBC-051	United States of America	980058	300 061 APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	08/711540	9/10/96	5746877	5/5/98	9/10/16	Quick Change Pusher Bar
SBC-052	Argentina	980058	400 176 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	P980102549	6/1/98				
SBC-052	Bahama Islands	980058	400 178 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						Withdrawn
SBC-052	Bangladesh	980058	400 177 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	7798	6/2/98				Withdrawn

ClientRef	CountryName	CAM Number	Title	AppNumber	FileDate	PatNumber	IssDate	ExpDate	Remarks
SBC-052	Chile	980058	400 179 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS	9830.700	6/1/98				Withdrawn
SBC-052	Colombia	980058	400 180 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS		6/1/98				Withdrawn
SBC-052	Costa Rica	980058	400 181 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS						Withdrawn
SBC-052	Croatia	980058	400 182 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS	P980294A	5/29/98				Withdrawn
SBC-052	Dominican Rep.	980058	400 183 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS						Withdrawn
SBC-052	El Salvador	980058	400 184 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	SNE-63-98	6/1/98				Withdrawn
SBC-052	Haiti	980058	400 185 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS						Withdrawn
SBC-052	Honduras	980058	400 186 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POKETED COIL SPRINGS						Withdrawn

ClientRef	CountryName	CAM Number	Title	AppNumber	FIDate	PatNumber	IssDate	ExpDate	Remarks
SBC-032	India	980058	400 187 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	1472/Del/98	6/1/98				
SBC-032	Malaysia	980058	400 188 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	PI9802635	6/13/98				
SBC-032	Panama	980058	400 189 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	84523	6/1/98				Withdrawn
SBC-032	Patent Cooperation Treat	980058	400 192 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	PCT/US98/11355	5/29/98				
SBC-032	Peru	980058	400 190 METHOD AND APPARATUS FOR A LENGTH OF CONNECTED POCKETED COIL SPRINGS	442	6/1/98				
SBC-032	Philippines	980058	400 191 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS		6/1/98				
SBC-032	South Africa	980058	400 193 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	98/4692	6/1/98				
SBC-032	Taiwan	980058	400 194 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	87108577	6/16/98				

ClientRef	CountryName	CAM Number	Title	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-052	Thailand	980058	400 195 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	044157	6/1/98				
SBC-052	United States of America	980058	300 063 INDUCTION HEATING PROCESS & APPARATUS	08/868120	5/30/97			5/30/17	Heat Treating - Pre-Coiling
SBC-052	Venezuela	980058	400 196 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-053	Patent Cooperation Treat	980058	400 213 QUILTED BORDER WINDER APPARATUS AND METHOD		9/28/98				Multi-Stationed Border Winder
SBC-053	United States of America	980058	300 062 QUILTED BORDER WINDER APPARATUS AND METHOD	08/941690	10/1/97			10/1/17	Multi-Stationed Border Winder
SBC-054	United States of America	980058	300 064 REVERSE LAP SEAL						ETI Type Lap Seal/Seam - Disclosure dropped per inventors
SBC-055	Patent Cooperation Treat	980058	400 214 IMPROVED REINFORCED BEDDING FOUNDATIONS	PCT/US98/20459	9/29/98				
SBC-055	United States of America	980058	300 065 IMPROVED REINFORCED BEDDING FOUNDATIONS	08/951248	10/16/97			10/16/17	
SBC-056	United States of America	980058	300 067 METHOD AND APPARATUS FOR ASSEMBLING INNERSPRING CONSTRUCTIONS FOR MATTRESSES CUSHIONS AND THE LIKE	864318	4/6/92	5637178	6/10/97	6/10/14	DL Inca Method
SBC-057	United States of America	980058	300 068 PROTECTIVE MATTRESS COVER	09/109421	7/2/98				
SBC-059	United States of America	980058	300 070 IMPROVED MATTRESS PILLOWTOP	09/163937	10/2/98				

ClientRef	CountryName	CAM Number	Title	AppNumber	FIDate	PatNumber	IssDate	ExpDate	Remarks
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SBC-069	United States of America	980038	300 069 J-Zone Mattress						
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Annex E: Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. or App. No.</u>	<u>Reg. or App. Date</u>	<u>Owner</u>
1. United States	SIMMONS & GLOBE DESIGN	75/018,755	10/26/95	Simmons Company
2. United States	SIM-MATIC	657,780	1/28/58	Simmons Company
3. United States	BEDDERREST	1,694,420	6/16/92	Simmons Company
4. Canada	ANDREW MALCOLM AND DESIGN	TMA285307	11/25/83	Simmons Company
5. Canada	ANDREW MALCOLM	TMA204647	1/17/75	Simmons Company
6. Switzerland	S AND DESIGN	397386	3/12/92	Simmons Company
7. Canada	NO MAR	TMA347598	11/4/88	Simmons Company
8. Italy	BEATYREST	311881	9/22/78	Simmons Company
9. Italy	DEEPSLEEP	311880	9/22/78	Simmons Company
10. Italy	SLUMBER KING	298995	12/1/76	Simmons Company
11. Italy	SIMMONS	298983	12/1/76	Simmons Company
12. Italy	HIDE-A-BED	298985	12/1/76	Simmons Company

***Further Trademarks are set forth on the following reports entitled "Domestic Trademarks" and "International Trademarks."**

1233217.01

DOMESTIC TRADEMARKS

JUNE 1, 1998

CLASS	MARK	REG. NO.	EXAM. DATE	LAST DENIED	EXPI. DATE	CLASS	STATUS	COMMENTS	EXPI. DATE	APP. SERIAL #
1A	BEAUTYREST	1,901,647	11-Jul-95		11-Jul-95	20, 24	REGISTERED	FILLOW & BED CLOTHES/A.O.V. DUE 11-Jul-00/0	13-Mar-91	74/601,381
1A	BEAUTYREST CLASSIC	1,616,632	20-Dec-93		20-Dec-93	20	REGISTERED	AFFIDAVIT OF USE DUE 20-Dec-99/99	20-Jan-92	74/261,710
1A	BEAUTYREST CURTAINENTAL	1,681,919	12-Aug-96		12-Aug-96	20	REGISTERED	NO COMMENTS	10-Jan-86	577,183
1A	BEAUTYREST ELITE	1,705,517	07-Aug-93		07-Aug-93	20	REGISTERED	AFFIDAVIT OF USE DUE 20-Dec-99/99	05-Mar-92	74/159,173
1A	BEAUTYREST FEELINGS	1,183,799	29-Dec-91		29-Dec-91	20	REGISTERED	NO COMMENTS	12-May-90	74/261,155
1A	BEAUTYREST LUMBAR SUPPORT	1,650,311	16-Aug-94		16-Aug-94	20	REGISTERED	AFFIDAVIT OF USE DUE 16-Aug-99/00	23-Feb-91	74/363,063
1A	BEAUTYREST POCKETED COIL	2,166,996	31-Mar-98		31-Mar-2000	20	REGISTERED	NO COMMENTS	22-Feb-95	15/023,157
1A	BEAUTYREST (BLOCK LETTERS)	1,961,610	11-Jul-95		11-Jul-95	20, 24	REGISTERED	AFFIDAVIT OF USE DUE 11-Jul-00/01	15-Mar-93	74/601,376
1A	BEAUTYREST (BLOCK LETTERS)	621,296	14-Feb-96		14-Feb-96	20	REGISTERED	REAT CROWN	23-Mar-95	71/601,875
1A	BEAUTYREST (BLOCK)	512,535	19-Jul-99		19-Jul-99	20	REGISTERED	MATE, STYMO CONCRETE, BUCK SPRINGS	11-Feb-80	71/549,470
1A	BEAUTYREST (SCRIPT DESIGN)	1,700,893	17-Aug-93		17-Aug-93	20	REGISTERED	AFFIDAVIT OF USE DUE 17-Aug-99/99	29-Oct-92	74/359,906
1A	BEAUTYREST (STYLISED)	207,621	13-Jan-96		13-Jan-96	20	REGISTERED	WITNESSES	31-Aug-93	71/219,607
1A	BEAUTYREST	1,139,933	30-Sep-90		30-Sep-90	20	REGISTERED	NO COMMENTS	10-Oct-70	73/191,335
1A	BEAUTYREST	132,490	05-Jun-92		05-Jun-92	20	REGISTERED	NO COMMENTS	22-Aug-81	71/126,086
1A	BEAUTYREST	513,625	09-Aug-99		09-Aug-99	20	REGISTERED	NO COMMENTS	11-Feb-80	59/071
1A	BETTER SLEEP THROUGH SCIENCE					20	PENDING		7-Mar-98	75/180,742
1A	BRUSSELS	2,011,651	20-Jan-97		20-Jan-2007	20	REGISTERED	AFFIDAVIT OF USE DUE 1/20/2002-2003	21-Aug-95	74/117,070
1A	BURE MAN	1,782,130	13-Jul-93		13-Jul-93	20	REGISTERED	AFFIDAVIT OF USE DUE 13-Jul-99/99	10-May-92	74/276,152
1A	BUNSTEAR (Amend to The Bunstear)					20	PENDING	STATEMENT OF USE FILED	29-Sep-97	75/332-182
1A	CANESSE	1,374,591	12-Mar-93		12-Mar-93	20	REGISTERED	NO COMMENTS	09-Mar-86	73/605,066
1A	CENTROPIC	2,044,822	20-May-94		20-May-94	20	REGISTERED	NO COMMENTS	02-Jul-11	73/601,922
1A	CHAMBOURG	2,009,232	19-Aug-97		19-Aug-97	20	REGISTERED	5-YEAR NOW DUE 9-19-2002	23-Aug-96	73/155,290
1A	CHELSEA	1,000,639	23-Jul-96		23-Jul-96	20	REGISTERED	AFFIDAVIT OF USE DUE 23-Jul-01/02	22-Aug-93	74/710,960
1A	COLLECTOR'S EDITION	2,150,885	19-May-98		19-May-2000	20	REGISTERED	NOTICE OF ALLOWANCE DUE 3/19/2003-4	07-May-91	73/285,435
1A	COMFORT PLUS	1,917,990	01-Jul-96		01-Jul-96	6, 16	REGISTERED	ELECTRONIC DEVICES/A.O.V. 4-Jun-01/02	00-Mar-95	74/603,069
1A	CONFORTURE	697,422	23-Sep-98		23-Sep-98	20	REGISTERED	NO COMMENTS	14-Jun-98	74/609,477
1A	CONCORDE	1,321,062	24-Jun-99		24-Jun-99	20	REGISTERED	NO COMMENTS	10-Jun-80	73/737,455
1A	CONNOISSEUR COLLECTION	2,112,921	29-Nov-97		29-Nov-2007	20	REGISTERED	AFFIDAVIT OF USE DUE 11/25/2002-2003	16-Oct-96	73/190,125
1A	CONSPIC	1,692,495	01-Apr-92		01-Apr-92	20	REGISTERED	AFFIDAVIT OF USE DUE 1-Apr-97/98	19-Sep-90	71/090,000
1A	CONSIDER	2,036,069	01-FEB-97		01-FEB-2007	20	REGISTERED	AFFIDAVIT OF USE DUE 2/1/2002-2003	04-Mar-93	74/602,133
1A	CONSTANT	2,036,091	01-FEB-97		01-FEB-2007	20	REGISTERED	AFFIDAVIT OF USE DUE 2/1/2002-2003	04-Mar-93	74/602,166
1A	COURTAGE FIT	2,164,007	17-Mar-98		17-Mar-2008	20	REGISTERED	NOTICE OF ALLOWANCE DUE 3/17/2003-2004	23-Jan-95	74/624,150
1A	COURTAGE-FILE	1,359,210	10-Sep-85		10-Sep-85	20	REGISTERED	NO COMMENTS	11-May-84	71/300,140
1A	COURTAGE PASTURE	612,187	11-Sep-95		11-Sep-95	20	REGISTERED	NO COMMENTS	25-Oct-84	71/697,470
1A	COURTESY	512,031	17-Oct-98		17-Oct-98	20	REGISTERED	NO COMMENTS	15-Jul-80	71/561,314

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CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.	CLASS	MARK	REG. NO.
1A	CINCHERATO	1,909,651	23-Jul-86	20	REGISTERED	17-Jun-86	33,669,499													
1A	CYPRESS	202,763	09-Jun-81	20	REGISTERED	21-Jun-86	11,111,900													
1A	DEEP SLEEP	516,703	13-Dec-89	20	REGISTERED	03-Sep-89	11,209,294													
1A	DEEPSLEEP (STYLIZED)	1,712,637	25-May-93	20	REGISTERED	15-Jul-88	11,561,517													
1A	DINDOVAR	1,922,059	08-Sep-90	20	REGISTERED	18-May-92	16,236,151													
1A	DISTINCTION FANMILIN SILK	1,922,060	16-Apr-93	20	REGISTERED	02-Jun-94	16,532,623													
1A	DISTINCTION MADISON LUXURY	1,922,060	16-Apr-93	20	REGISTERED	02-Jun-94	16,532,624													
1A	DOWN BILT	375,237	23-Oct-84	20	REGISTERED	02-May-82	11,639,120													
1A	DREAM SLEEP	316,302	22-Feb-89	20	REGISTERED	03-Jul-86	11,933,545													
1A	DREAMWELL	504,969	19-Jul-85	20	REGISTERED	12-May-87	11,540,910													
1A	DUAL COMFORT	600,109	30-May-90	20	REGISTERED	17-Sep-84	11,631,190													
1A	DUCRESS	525,695	06-Jul-86	20	REGISTERED	15-Jul-88	11,541,519													
1A	DUOMO-FEBIC	1,062,926	25-Aug-82	20	REGISTERED	28-Oct-75	11,616,361													
1A	ELAN	1,719,073	19-Jan-93	20	REGISTERED	16-May-91	16,231,902													
1A	ENTRANCE	1,747,133	11-Aug-94	20	REGISTERED	01-May-92	16,272,616													
1A	EMPEROR	1,993,518	01-Apr-90	20	REGISTERED	03-Sep-85	16,734,006													
1A	EMRESS	323,097	21-Dec-86	20	REGISTERED	18-Sep-88	11,545,439													
1A	ENTREE	2,026,022	15-Jul-97	20	REGISTERED	07-Oct-86	23,137,202													
1A	EQS (Equation of Sleep)	2,019,253	26-Aug-97	20	REGISTERED	27-Mar-95	16,651,930													
1A	EQUATION OF SLEEP	2,019,253	26-Aug-97	20	REGISTERED	01-Aug-94	15,937,170													
1A	EVENING WHISPER	2,001,655	26-Jul-86	20	REGISTERED	01-May-91	16,595,363													
1A	FABRISAN	811,703	01-FEB-97	20	REGISTERED	28-Jun-85	22,222,210													
1A	FIMALLIST	2,036,000	29-Dec-92	20	REGISTERED	06-Mar-95	16,602,132													
1A	FIRST IMPRESSION	1,703,941	15-Mar-96	20	REGISTERED	22-Apr-97	15,279,000													
1A	FIVE SCORES FOR YOUR SCORES	2,017,237	01-Mar-89	20	REGISTERED	28-Mar-97	15,593,617													
1A	FLAVORS (STYLIZED)	865,703	19-Nov-94	20	REGISTERED	26-Nov-91	16,233,689													
1A	FOREST GLEN	2,017,132	15-Sep-89	20	REGISTERED	15-Dec-85	16,032,916													
1A	GLAMOURIST	1,556,007	16-Mar-86	20	REGISTERED	18-Jan-86	12,234,134													
1A	GLORIOUS	2,017,132	16-Mar-86	20	REGISTERED	15-Dec-95	15,032,900													
1A	GOLDEN VALVE	1,990,650	23-Jul-96	20	REGISTERED	16-Dec-88	11,769,990													
1A	GRACELINE	1,990,650	26-Sep-95	20	REGISTERED	20-Aug-95	11,215,500													
1A	GREENICH	1,997,061	30-Jun-92	20	REGISTERED	20-Aug-95	16,730,945													
1A	HAMILTON SILK	1,697,653	10-Jun-82	20	REGISTERED	02-Jun-91	16,532,511													
1A	HAWLENT	1,697,653	10-Jun-82	20	REGISTERED	13-Mar-90	11,011,900													

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CLASS	REG. NO.	MARK	FILED	CLASS	STATUS	COMMENTS	FILED	REG. NO.
USA	026,112	HOSPITAL-BILT	21-Mar-87	20	REGISTERED	NO COMMENTS	20-Nov-97	75/393,613
USA	160,363	HOTEL-BILT	13-Sep-88	20	REGISTERED	NO COMMENTS	15-Apr-96	72/243,398
USA	1,002,171	I ONLY SLEEP WITH THE BEST	28-Jun-90	20	REGISTERED	PRINCIPAL REG. SERVICE MARK. REG 20-JUN-95/6	13-May-98	72/087,488
USA	164,488	FINMASTER	11-Feb-84	20	REGISTERED	NO COMMENTS	20-Aug-93	74/027,111
USA	1,022,058	JETTERSON LUXURY	26-Sep-95	20	REGISTERED	NO COMMENTS	03-Jun-93	72/110,229
USA	2,012,974	KENNEDY	29-Oct-94	20	REGISTERED	AFFIDAVIT OF USE DUE 06/01	02-Jun-94	74/52022
USA	1,211,501	BLIK-LOK	05-Oct-82	20	REGISTERED	3 YEAR AFFIDAVIT DUE 23-NOV-2001/2	23-Aug-93	74/717,010
USA	001,253	LA GRANDE	13-Nov-85	20	REGISTERED	NO COMMENTS	04-Aug-91	73/227,370
USA	312,415	LA GRANDE (STYLIZED)	21-Jun-88	20	REGISTERED	NO COMMENTS	05-Mar-99	73/220,868
USA	1,093,136	LINCOLN	23-May-93	20	REGISTERED	NO COMMENTS	10-Feb-98	71/519,289
USA	1,009,617	LORRAINE	28-Jun-93	20	REGISTERED	AFFIDAVIT OF USE DUE 23-MAY-04/01	17-May-94	74/527,204
USA	970,178	MAGNAPEDIC	16-Oct-77	20	REGISTERED	AFFIDAVIT OF USE DUE 6/28/2000-2001	06-Jun-98	74/333665
USA	1,055,403	MARQUIS	13-Feb-94	20	REGISTERED	NO COMMENTS	21-Nov-93	72/660,172
USA	970,738	MATPEPIC	16-Oct-73	20	REGISTERED	AFFIDAVIT OF USE DUE 2/17/2001-2002	06-May-92	74/272,232
USA	1,034,200	MATPEPIC LUMBAR SUPPORT	13-Sep-94	20	REGISTERED	NO COMMENTS	02-Nov-92	72/649,124
USA	2,017,716	MEADSBROOK	19-Nov-96	20	REGISTERED	AFFIDAVIT OF USE DUE 9/17/1999-2000	23-Feb-93	74/163,001
USA	2,016,090	MEDALIST	4-FEB-97	20	REGISTERED	5 YEAR AFFIDAVIT DUE 19-NOV-2001/2	15-Dec-95	72/017,904
USA	1,008,444	MELAW	23-Jul-96	20	REGISTERED	AFFIDAVIT OF USE DUE 2/4/2002-2003	04-Mar-95	74/652,135
USA	993,932	MIMICLEDIC	14-May-76	20	REGISTERED	AFFIDAVIT OF USE DUE 23-JUL-01/02	21-Aug-93	74/710,009
USA	317,421	MORAN	03-Aug-89	20	REGISTERED	NO COMMENTS	21-May-93	459,355
USA	1,002,931	MORROW	04-Jul-95	20	REGISTERED	NO COMMENTS	10-Feb-98	549,264
USA	1,051,332	MUSIC	04-Aug-94	20	REGISTERED	NO COMMENTS	21-Aug-93	74/710,001
USA	379,002	MW TONKER	20-Jul-93	20	REGISTERED	(NOT REG) AFFIDAVIT OF USE DUE 7/4/2000-2001	15-Dec-92	639,461
USA	1,052,453	NOTHING EXERCISES IN DAY LIKE A B/R ME	30-Jan-94	20	REGISTERED	AFFIDAVIT OF USE DUE 6-Aug-01/02	15-Dec-92	639,461
USA	1,016,003	NOTHING WAKES A DAY LIKE A B/R NIGHT	10-Mar-94	20	REGISTERED	AFFIDAVIT OF USE DUE 10-NOV-97/00	15-Jul-98	71/70916
USA	2,019,232	ONDALE	24-Nov-96	20	REGISTERED	3 YEAR AFFIDAVIT DUE 24-NOV-2001/2	01-Apr-93	74/374,170
USA	319,198	OLYMPIC	13-Dec-89	20	REGISTERED	NO COMMENTS	15-Dec-95	75/033,004
USA	1,302,342	PANAMOUNT	04-Jun-89	20	REGISTERED	NO COMMENTS	15-Jul-98	71/567,372
USA	1,173,632	PARLIAMENT COLLECTION	25-May-93	20	REGISTERED	NO COMMENTS	17-May-98	71/70916
USA	607,027	PATIENT PROOF	July 2, 1997	20	REGISTERED	AFFIDAVIT OF USE DUE 23-MAY-94/99	20-Sep-91	74/209,052
USA	374,607	PEWSTER	23-Jan-88	20	REGISTERED	NO COMMENTS	19-Dec-96	71/21,140
USA		POCKET COIL		20	PENDING	NO COMMENTS	06-Sep-95	71/023,411
USA		POCKET REST		20	PENDING	NO COMMENTS	21-Apr-95	71/064,494
USA		POCKETED COIL		20	PENDING	NO COMMENTS	21-Apr-95	74/664,326

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COUNTRY	MARK	REG. NO.	ISSUE DATE	CLASS	STATUS	COMMENTS	REG. DATE	REG. NO.
USA	POLYTEL	1,220,159	18-Feb-85	20	REGISTERED	NO COMMENTS	23-Apr-86	33/876,936
USA	POSTURE BRIDGE	1,177,214	15-Jun-83	20	REGISTERED	NO COMMENTS	21-Mar-81	224,516
USA	POSTURE BRIDGE	1000651	20-Feb-85	20	REGISTERED	A.O. U. 20-Feb-81/88 - GOLD MATT COMPONENT	10-Aug-83	76/826,734
USA	POWER FILE	1,037,656	10-Jun-84	20	REGISTERED	AFFIDAVIT OF USE DUE 1/10/99-2000	15-Oct-82	76/232,843
USA	POWER FILE TENSION BAR FOUNDATION (M/F)	1,062,762	04-Jul-85	20	REGISTERED	AFFIDAVIT OF USE DUE 4-Jul-80/81	02-Mar-83	76/656,161
USA	POWER FILM	2,089,721	26-Nov-86	20	REGISTERED	5 YEAR AFFIDAVIT DUE 16-NOV-2001/2	01-Dec-87	76/694,939
USA	POWER PACKED				PENDING	NO COMMENTS	01-Dec-87	75/398,211
USA	PROVIDENCE	1,974,378	13-Aug-84	20	REGISTERED	AFFIDAVIT OF USE DUE 13-Aug-81/82	21-Aug-85	76/710,370
USA	PURPLE LABEL	316,686	30-Aug-80	20	REGISTERED	NO COMMENTS	17-Feb-80	71/519,975
USA	QUEREC	2,020,305	10-FEB-87	20	REGISTERED	AFFIDAVIT OF USE DUE 2/10/2002-2003	21-Aug-85	76/710,081
USA	QUIETNESS OF MIND	1,095,907	16-Mar-83	20	REGISTERED	AFFIDAVIT OF USE DUE 16-Mar-83	21-Aug-85	76/236,194
USA	QUIETNESS	1,533,756	29-Aug-80	20	REGISTERED	NO COMMENTS	17-May-80	72/720,909
USA	REBECCA	1,908,630	23-Jul-86	20	REGISTERED	AFFIDAVIT OF USE DUE 23-Jul-81/82	15-Jul-88	71/581,523
USA	REGENCY (STYLIZED)	222,272	16-Mar-70	20	REGISTERED	NO COMMENTS	21-Aug-85	76/269,000
USA	RIGID SPAN	1,010,480	25-Jun-81	20	REGISTERED	AFFIDAVIT OF USE DUE 1/10/2002-2003	04-Mar-85	76/682,103
USA	RIVAL	2,039,393	10-FEB-87	20	REGISTERED	NO COMMENTS	06-Jun-84	76/533,667
USA	ROUSEVELT	1,901,372	20-Jun-85	20	REGISTERED	AFFIDAVIT OF USE DUE 23-Jul-81/82	15-Jul-88	71/581,523
USA	ROYALTY	315,422	09-Aug-89	20	REGISTERED	AFFIDAVIT OF USE DUE 3/10/2002-2003	04-Mar-85	76/682,103
USA	RYAN	1,000,665	23-Jul-86	20	REGISTERED	(BUPP) REGISTRABILITY OF USE DUE 6/20/2000-200	06-Jun-84	76/533,667
USA	S & DESIGN	1,039,966	19-May-87	20	REGISTERED	NO COMMENTS	10-Feb-80	71/539,200
USA	S & DESIGN	2,019,817	22-Oct-86	20, 24	REGISTERED	AFFIDAVIT OF USE DUE 23-Jul-81/82	21-Aug-85	76/710,080
USA	S & GLOBE DESIGN	2,106,787	26-Mar-80	20	REGISTERED	MATT & BOX	25-Sep-86	77/632,177
USA	S & GLOBE DESIGN				REGISTERED	5 YEAR AFFIDAVIT DUE 22-OCT-2001/2	01-Mar-86	76/595,822
USA	"S" SIMONS FLOTATION DIS. 6 8 BUSH.	1,376,201	03-Nov-81	24	PENDING	AFFIDAVIT OF USE DUE 3/2/2001-2004	26-Oct-80	75/976,699
USA	SEA SHEET	684,615	12-Apr-85	20	REGISTERED	STATEMENT OF USE DUE 6/20/2000-200	26-Oct-80	75/019,755
USA	SOURCE OF SLEEP				REGISTERED	NO COMMENTS	22-Jul-80	72/271,202
USA	SILVER LABEL	730,031	17-Apr-82	20	REGISTERED	NO COMMENTS	20-Jun-84	71/669,150
USA	SIMBOLIC	696,615	19-Apr-80	20	REGISTERED	NO COMMENTS	03-Mar-80	815/403,932
USA	SIM-CARE	794,301	17-Aug-85	10	REGISTERED	NO COMMENTS	12-Sep-80	72/609,370
USA	SIM-CLAD	806,616	01-Mar-86	20	REGISTERED	NO COMMENTS	07-Oct-89	72/007,856
USA	SIMCO	512,530	19-Jul-80	20	REGISTERED	MEDICAL CLASS - PATIENT STRETCHERS	09-Dec-81	72/201,861
USA	SIMCOFEDIC	1,201,147	13-Jul-82	20	REGISTERED	DECORATIVE & PROTECTIVE PLASTIC FILM IN FILM	21-May-85	72/219,371
USA	SIMCREST	681,670	07-Jul-79	20	REGISTERED	NO COMMENTS	16-Feb-80	71/549,209
USA	SIMCREST	707,160	23-Mar-85	20	REGISTERED	NO COMMENTS	16-Oct-81	71/332,970
USA	SIMCUM	1,105,515	10-Aug-81	20	REGISTERED	BOYAS, LOVE SEAS LOUNGE CHAIRS & OTTOMANS	20-Jun-83	72/066,109
USA	SIMCUM				REGISTERED	PATIENT HANDLING BOY-WHEELED STRETCHER	20-Jul-84	72/190,210
USA	SIMCUM				REGISTERED	NO COMMENTS	21-May-80	269,400

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CLASS	TRADEMARK	REG. NO.	EXPIRES	STATUS	CLASS	REG. NO.	EXPIRES	STATUS	CLASS	REG. NO.	EXPIRES	STATUS	CLASS	REG. NO.	EXPIRES	STATUS
1A	SIN-FIRM	2,059,719	6-Nov-97	REGISTERED	20	6-Nov-2003	REGISTERED	NO COMMENTS	20	6-Nov-2003	REGISTERED	NO COMMENTS	20	6-Nov-2003	REGISTERED	NO COMMENTS
1A	SIMLEX	939,377	20-Nov-87	REGISTERED	20	20-Nov-87	REGISTERED	AFFIDAVIT OF USE DUE 9/4/2002-2003	20	20-Nov-87	REGISTERED	AFFIDAVIT OF USE DUE 9/4/2002-2003	20	20-Nov-87	REGISTERED	17/606,328
1A	SIMPLEX	160,633	13-Nov-82	REGISTERED	20	13-Nov-82	REGISTERED	MATTRESS PADDING (PART OF MATTRESS)	20	13-Nov-82	REGISTERED	MATTRESS PADDING (PART OF MATTRESS)	20	13-Nov-82	REGISTERED	22860,715
1A	SIMTOM	882,779	22-May-91	REGISTERED	20	22-May-91	REGISTERED	UPH. FURNITURE	20	22-May-91	REGISTERED	UPH. FURNITURE	20	22-May-91	REGISTERED	12/339,172
1A	SIN-GARD	3,172,312	04-Oct-91	REGISTERED	20	04-Oct-91	REGISTERED	NO COMMENTS	20	04-Oct-91	REGISTERED	NO COMMENTS	20	04-Oct-91	REGISTERED	11/536,952
1A	SIMLUX	1,027,042	23-Dec-75	REGISTERED	10	23-Dec-95	REGISTERED	NO COMMENTS	10	23-Dec-95	REGISTERED	NO COMMENTS	10	23-Dec-95	REGISTERED	11/272,105
1A	SIMMONS	332,319	21-Oct-50	REGISTERED	20	21-Oct-90	REGISTERED	WHEEL BRAKING EQPT./STRUTS/SHOCK	20	21-Oct-90	REGISTERED	WHEEL BRAKING EQPT./STRUTS/SHOCK	20	21-Oct-90	REGISTERED	11/272,105
1A	SIMMONS	2,022,616	10-Dec-96	REGISTERED	20, 24	10-Dec-96	REGISTERED	Supplemental Cert. Sec. 1st. Matter Fin.	20, 24	10-Dec-96	REGISTERED	Supplemental Cert. Sec. 1st. Matter Fin.	20, 24	10-Dec-96	REGISTERED	11/239,376
1A	SIMMONS	560,200	10-Sep-51	REGISTERED	10	10-Sep-81	REGISTERED	PILLOWTOP. 31R DUE 12/19/2001-2	10	10-Sep-81	REGISTERED	PILLOWTOP. 31R DUE 12/19/2001-2	10	10-Sep-81	REGISTERED	11/239,376
1A	SIMMONS ADVERTISING	316210	27-Apr-93	REGISTERED	10	27-Apr-93	REGISTERED	HOSPITAL BED ACCESSORIES	10	27-Apr-93	REGISTERED	HOSPITAL BED ACCESSORIES	10	27-Apr-93	REGISTERED	11/239,376
1A	SIMMONS COMPANY & CO. DESIGN	239,919	29-Mar-51	REGISTERED	35	29-Mar-81	REGISTERED	SERVICE MARK. A.O.B. 37-Apr-99/99	35	29-Mar-81	REGISTERED	SERVICE MARK. A.O.B. 37-Apr-99/99	35	29-Mar-81	REGISTERED	14/229,610
1A	SIMMONS LUMBAR SUPPORT	1,056,282	11-Sep-94	REGISTERED	20	11-Sep-94	REGISTERED	1/3 TOUR SITE IS BEING IN QCD	20	11-Sep-94	REGISTERED	1/3 TOUR SITE IS BEING IN QCD	20	11-Sep-94	REGISTERED	11/239,376
1A	SIMMONS PROGRAM FOR PROFIT & LOSS.	1,703,036	03-Aug-92	REGISTERED	35 US	03-Aug-92	REGISTERED	AFFIDAVIT OF USE DUE 31-Aug-99/99	35 US	03-Aug-92	REGISTERED	AFFIDAVIT OF USE DUE 31-Aug-99/99	35 US	03-Aug-92	REGISTERED	11/239,376
1A	SIMTONE	694,616	19-Apr-60	REGISTERED	20	19-Apr-60	REGISTERED	SERVICE MARK	20	19-Apr-60	REGISTERED	SERVICE MARK	20	19-Apr-60	REGISTERED	11/239,376
1A	SLEEP RING	322,326	16-Mar-50	REGISTERED	20	16-Mar-50	REGISTERED	NO COMMENTS	20	16-Mar-50	REGISTERED	NO COMMENTS	20	16-Mar-50	REGISTERED	11/239,376
1A	SLEEP LOGIC	2,101,915	30-Sep-97	REGISTERED	20	30-Sep-97	REGISTERED	NO COMMENTS	20	30-Sep-97	REGISTERED	NO COMMENTS	20	30-Sep-97	REGISTERED	11/239,376
1A	SLEEP SCIENCE	1,791,009	31-Aug-93	REGISTERED	20	31-Aug-93	REGISTERED	NO COMMENTS	20	31-Aug-93	REGISTERED	NO COMMENTS	20	31-Aug-93	REGISTERED	11/239,376
1A	SLEEPERS' CHOICE	610,170	10-Dec-58	REGISTERED	20	10-Dec-58	REGISTERED	AFFIDAVIT OF USE DUE 9/20/2002-2003	20	10-Dec-58	REGISTERED	AFFIDAVIT OF USE DUE 9/20/2002-2003	20	10-Dec-58	REGISTERED	11/239,376
1A	SLEEPER DREAM	533,544	21-Nov-50	REGISTERED	20	21-Nov-50	REGISTERED	AFFIDAVIT OF USE DUE 31-Aug-99/99	20	21-Nov-50	REGISTERED	AFFIDAVIT OF USE DUE 31-Aug-99/99	20	21-Nov-50	REGISTERED	11/239,376
1A	SLEEPER KING	591,309	24-Apr-51	REGISTERED	20	24-Apr-51	REGISTERED	NO COMMENTS	20	24-Apr-51	REGISTERED	NO COMMENTS	20	24-Apr-51	REGISTERED	11/239,376
1A	SLEEPER TIME	574,621	02-May-50	REGISTERED	20	02-May-50	REGISTERED	NO COMMENTS	20	02-May-50	REGISTERED	NO COMMENTS	20	02-May-50	REGISTERED	11/239,376
1A	SPECTRUM	1,012,950	21-Dec-93	REGISTERED	20	21-Dec-93	REGISTERED	NO COMMENTS	20	21-Dec-93	REGISTERED	NO COMMENTS	20	21-Dec-93	REGISTERED	11/239,376
1A	ST. CANDLINE	2,003,945	29-Jul-97	REGISTERED	20	29-Jul-97	REGISTERED	NO COMMENTS	20	29-Jul-97	REGISTERED	NO COMMENTS	20	29-Jul-97	REGISTERED	11/239,376
1A	ST. EYES	1009622	16-Mar-95	REGISTERED	20	16-Mar-95	REGISTERED	NO COMMENTS	20	16-Mar-95	REGISTERED	NO COMMENTS	20	16-Mar-95	REGISTERED	11/239,376
1A	ST. LAWRENCE	1,093,150	09-May-93	REGISTERED	20	09-May-93	REGISTERED	NO COMMENTS	20	09-May-93	REGISTERED	NO COMMENTS	20	09-May-93	REGISTERED	11/239,376
1A	ST. MARTIN	80003139	26-Aug-97	REGISTERED	20	26-Aug-97	REGISTERED	NO COMMENTS	20	26-Aug-97	REGISTERED	NO COMMENTS	20	26-Aug-97	REGISTERED	11/239,376
1A	ST. STEPHEN	2,003,943	26-Jul-97	REGISTERED	20	26-Jul-97	REGISTERED	NO COMMENTS	20	26-Jul-97	REGISTERED	NO COMMENTS	20	26-Jul-97	REGISTERED	11/239,376
1A	ST. THOMAS	100,360	19-Nov-83	REGISTERED	20	19-Nov-83	REGISTERED	AFFIDAVIT OF USE DUE 21-Dec-99/99	20	19-Nov-83	REGISTERED	AFFIDAVIT OF USE DUE 21-Dec-99/99	20	19-Nov-83	REGISTERED	11/239,376
1A	SULTAN	100,360	07-Feb-50	REGISTERED	20	07-Feb-50	REGISTERED	AFFIDAVIT OF USE DUE 21-Jul-2006/2007	20	07-Feb-50	REGISTERED	AFFIDAVIT OF USE DUE 21-Jul-2006/2007	20	07-Feb-50	REGISTERED	11/239,376
1A	SUPER SLEEP	1,900,690	23-Jul-96	REGISTERED	20	23-Jul-96	REGISTERED	NO COMMENTS	20	23-Jul-96	REGISTERED	NO COMMENTS	20	23-Jul-96	REGISTERED	11/239,376
1A	TESTIMONIAL	1,900,690	23-Jul-96	REGISTERED	20	23-Jul-96	REGISTERED	NO COMMENTS	20	23-Jul-96	REGISTERED	NO COMMENTS	20	23-Jul-96	REGISTERED	11/239,376
1A	THE BOWLING BALL MATTRESS	902	10-Jan-97	REGISTERED	20	10-Jan-97	REGISTERED	AFFIDAVIT OF USE DUE 21-Jul-01/02	20	10-Jan-97	REGISTERED	AFFIDAVIT OF USE DUE 21-Jul-01/02	20	10-Jan-97	REGISTERED	11/239,376
1A	THE DO NOT DISTURB MATTRESS	2,030,020	16-Jul-95	REGISTERED	20	16-Jul-95	REGISTERED	STATEMENT OF USE DUE 11/26/99	20	16-Jul-95	REGISTERED	STATEMENT OF USE DUE 11/26/99	20	16-Jul-95	REGISTERED	11/239,376
1A	THE ONLY FIVE SOME SLEEP SYSTEM	1,319,636	16-Jul-95	REGISTERED	20	16-Jul-95	REGISTERED	5 YEAR AFFIDAVIT DUE 14-JUN-2002/3	20	16-Jul-95	REGISTERED	5 YEAR AFFIDAVIT DUE 14-JUN-2002/3	20	16-Jul-95	REGISTERED	16/020,655
1A	THE ULTIMATE MEDITATION	1,319,636	16-Jul-95	REGISTERED	20	16-Jul-95	REGISTERED	NO COMMENTS	20	16-Jul-95	REGISTERED	NO COMMENTS	20	16-Jul-95	REGISTERED	15/101,010

DOMESTIC TRADEMARKS

JUNE 1, 1998

TRADEMARK	REG. NO.	CLASS	STATUS	REGISTRATION DATE	EXPIRES	REMARKS	APPROX. REG. DATE
THEIR-GUILTY	1,167,315	24	REGISTERED	01-Sep-01	01-Sep-01		16/136,932
TOMS-SHOCK (to be abandoned)	1,493,359	20	REGISTERED	16-Jun-02	16-Jun-02		31/551,702
TRAVELER	515,151	20	REGISTERED	13-Sep-03	13-Sep-03		35/003,316
TRIBEKA	1,909,365	20	REGISTERED	23-Jul-04	23-Jul-04		31/561,326
TRU-COMFORT	537,027	20	REGISTERED	30-Jan-01	30-Jan-01		16/136,932
TUOH	1,931,251	20	REGISTERED	31-Oct-05	31-Oct-05		16/136,932
ULTRA FIT	1,356,355	20	REGISTERED	25-Sep-03	25-Sep-03		15/032,900
ULTRA MANDATORY	2,023,433	20	REGISTERED	26-Dec-04	26-Dec-04		15/032,900
VANDERBILT	672,494	20	REGISTERED	13-Jan-19	13-Jan-19		15/032,900
VOJUE	527,203	20	REGISTERED	14-Mar-00	14-Mar-00		15/032,900
WESTMINSTER	512,347	20	REGISTERED	19-Jul-03	19-Jul-03		15/032,900
WILLOWBROOK	2,020,020	20	REGISTERED	27-Feb-07	27-Feb-07		15/032,900
WIMBOR	1,090,953	20	REGISTERED	26-Feb-05	26-Feb-05		15/032,900
WINDOR	665,020	35	REGISTERED	11-Mar-99	11-Mar-99		15/032,900
WORLD OF SLEEP (Assignment)	1,939,612	20	REGISTERED	05-Mar-96	05-Mar-96		15/032,900
WORLD'S FIRST BEDDING SINCE 1010	1,791,021	20	REGISTERED	05-Oct-93	05-Oct-93		15/032,900
WOO	1,791,021	20	REGISTERED	05-Oct-93	05-Oct-93		15/032,900

MAY 26, 1998

INTERNATIONAL TRADEMARKS

NAME	INT. NO.	CLASS	FILED IN	CLASS	STATUS	COMMENTS	REG. NO.	FILED IN	CLASS	STATUS	COMMENTS	REG. NO.	FILED IN	CLASS	STATUS	COMMENTS
ANDORRA (PC)	3146	28	28-Apr-1997	28	R			01-Apr-2007	28	R			01-Apr-97	28	R	MAQUINA COMPANY
ANDORRA (PC)	3147	28	28-Apr-1997	28	R			01-Apr-2007	28	R			01-Apr-97	28	R	MAQUINA COMPANY
ANDORRA (PC)	3148	28	28-Apr-1997	28	R			01-Apr-2007	28	R			01-Apr-97	28	R	MAQUINA COMPANY
ANDORRA (PC)	3149	28	28-Apr-1997	28	R			01-Apr-2007	28	R			01-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	1 08 088	28	28-Jun-01	28	R	OLD REGISTRATION 8 108 088		28-Jun-08	28	R			28-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	19186	28	07-Jun-03	28	R	APPROVED TO MARKING ARGENTINA		07-Jun-08	28	R			07-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	1 071 048	28	01-Jun-71	28	R	OLD REGISTRATION 8 107 1048		14-Sep-08	28	R			14-Sep-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	1 08 015	28	01-Jun-71	28	R	OLD REGISTRATION 8 108 015		28-Jun-08	28	R			28-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	1 071 311	28	31-Aug-71	28	R	OLD REGISTRATION 8 107 1311		28-Aug-08	28	R			28-Aug-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	1977975	28	28-Sep-31	28	R	FILED BY SUBSTITUTION OF MARK		12-Sep-08	28	R			12-Sep-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	148487	28	13-Nov-03	28	R	OLD REGISTRATION 8 148 487		31-Aug-08	28	R			31-Aug-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)		28		28	PREVIOUS	FILED BY (28 784)			28	PREVIOUS				28	PREVIOUS	
ARGENTINA (PC)	810703	28	14-Jul-03	28	R			14-Jul-08	28	R			14-Jul-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810704	28	14-Jul-03	28	R			14-Jul-08	28	R			14-Jul-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810705	28	22-Apr-08	28	R			22-Apr-08	28	R			22-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810706	28	11-Jul-71	28	R			10-Jul-08	28	R			10-Jul-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810707	28	14-Apr-09	28	R			14-Apr-09	28	R			14-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	72313	24	22-Nov-96	24	R			22-Nov-2006	24	R			22-Nov-96	24	R	MAQUINA COMPANY
ARGENTINA (PC)	810806	28	4-Jun-04	28	R			04-Jun-05	28	R			04-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810807	28	22-Apr-08	28	R			22-Apr-08	28	R			22-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810808	28	14-Apr-09	28	R			14-Apr-09	28	R			14-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810809	28	04-Jun-04	28	R			04-Jun-05	28	R			04-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810810	28	04-Jun-04	28	R			04-Jun-05	28	R			04-Jun-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810811	28	14-Apr-09	28	R			14-Apr-09	28	R			14-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810812	28	01-Aug-79	28	R	OFF APPLICANT'S NAME		28-Sep-08	28	R			28-Sep-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	807191	28	04-Apr-73	28	R			04-Apr-97	28	R			04-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	807192	28	01-Sep-87	28	R			01-Sep-2007	28	R			01-Sep-87	28	R	MAQUINA COMPANY
ARGENTINA (PC)	817134	28	14-Apr-08	28	R			14-Apr-08	28	R			14-Apr-97	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810802	28	14-Dec-04	28	R			14-Dec-2004	28	R			14-Dec-04	28	R	MAQUINA COMPANY
ARGENTINA (PC)	810803	28	28-Jun-01	28	R			28-Jun-08	28	R			28-Jun-97	28	R	MAQUINA COMPANY

NAME	DOB, SEX	ISSUE DATE	LAST ENDORSE	EXPIR	CLASS	STATUS	COMMENTS	INS. COMP	EXPIR SA	APP. SERIAL #	FORWARD AGENCY
BOHUTRATSWANA											
SIMMONS					20	PENDING	1-7-APPLIED FOR CANCELLATION	SHANNON COMPANY	07 Aug 97	998798	JOHN & EMMIE
S & GLOBE DESIGN					20	PENDING		SHANNON COMPANY	07 Feb 97	BAJDT1171A	LATVADY, SA
SIMMONS					20	PENDING		SHANNON COMPANY	07 Feb 97	BAJDT1171A	LATVADY, SA
BEAUTYREST					20	PENDING		SHANNON COMPANY	07 Feb 97	BAJDT1171A	LATVADY, SA
BEAUTYREST					20	PENDING		SHANNON COMPANY	07 Feb 97	BAJDT1171A	LATVADY, SA
S DEVICE					20	PENDING	SAVED ON S.A. REGISTRATION	SHANNON COMPANY	08 Jun 96	24171	WELBORN & CRIST
BEAUTYREST					20	PENDING	SAVED ON S.A. REGISTRATION	SHANNON COMPANY	08 Jun 96	24179	WELBORN & CRIST
HIDE-A-RED					20	PENDING		SHANNON COMPANY	08 Jun 96	24173	WELBORN & CRIST
SIMMONS					20	PENDING		SHANNON COMPANY	08 Jun 96	24173	WELBORN & CRIST
BACKCARE					20	PENDING		SHANNON COMPANY	08 Jun 96	24179	WELBORN & CRIST
"S" & GLOBE DESIGN					20	PENDING	SHOULD REVERTER IN OCTOBER, 97	SHANNON COMPANY	08 Jun 96	24179	WELBORN & CRIST
"S" & GLOBE DESIGN					20	PENDING	SHOULD REVERTER IN OCTOBER, 97	SHANNON COMPANY	08 Jun 96	24179	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	10 Feb 97	17282	LATVADY
SIMMONS					20	PENDING		SHANNON COMPANY	10 Feb 97	17283	LATVADY
BEAUTYREST					20	PENDING		SHANNON COMPANY	10 Feb 97	17283	LATVADY
HIDE-A-RED					20	PENDING		SHANNON COMPANY	10 Feb 97	17281	LATVADY
SIMMONS					20	PENDING		SHANNON COMPANY	24 Jul 96	4919	WELBORN & CRIST
BACKCARE					20	PENDING		SHANNON COMPANY	24 Jul 96	4919	WELBORN & CRIST
BACKCARE					20	PENDING		SHANNON COMPANY	24 Jul 96	4919	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4911	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4911	WELBORN & CRIST
DR. HARD					20	PENDING		SHANNON COMPANY	24 Jul 96	4911	WELBORN & CRIST
MAXIFEDIC					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
SIMMONS					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
MAXIFEDIC					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
SIMMONS					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
MAXIFEDIC					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
SIMMONS					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
MAXIFEDIC					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
BEAUTYREST					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
SIMMONS					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST
S AND GLOBE DESIGN					20	PENDING		SHANNON COMPANY	24 Jul 96	4914	WELBORN & CRIST

TRADEMARK

INTERNATIONAL TRADEMARKS MAY 26, 1998

COUNTRY	NAME	REG. NO.	CLASS	FILED	ISSUED	STATUS	CLASS	FILED	ISSUED	STATUS	CLASS	FILED	ISSUED	STATUS	CLASS	FILED	ISSUED	STATUS
SWEDEN	SIMMONS BEAUTYBEST	314,000	29	05-Mar-97	05-Mar-97	R	29	05-Mar-97	05-Mar-97	R	29	05-Mar-97	05-Mar-97	R	29	05-Mar-97	05-Mar-97	R
SWITZERLAND	BEAUTYBEST	317,004	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R
SWITZERLAND	WIDE-A-BED	318,002	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R	29	23-Mar-97	23-Mar-97	R
SWITZERLAND	S AND HOUSE DESIGN	324,003	29	04-Apr-97	04-Apr-97	R	29	04-Apr-97	04-Apr-97	R	29	04-Apr-97	04-Apr-97	R	29	04-Apr-97	04-Apr-97	R
SWITZERLAND	SIMMONS	317,005	29	15-Mar-97	15-Mar-97	R	29	15-Mar-97	15-Mar-97	R	29	15-Mar-97	15-Mar-97	R	29	15-Mar-97	15-Mar-97	R
SYRIA	S AND HOUSE DESIGN	0402	29	04-Mar-97	04-Mar-97	R	29	04-Mar-97	04-Mar-97	R	29	04-Mar-97	04-Mar-97	R	29	04-Mar-97	04-Mar-97	R
TAIWAN (PC)	BACKCARE	23998	29	14-Jul-97	14-Jul-97	R	29	14-Jul-97	14-Jul-97	R	29	14-Jul-97	14-Jul-97	R	29	14-Jul-97	14-Jul-97	R
TAIWAN	BEAUTYBEST	77203	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN	BEAUTYBEST	77041	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN	BEAUTYBEST (CHERRY)	337517	29	15-Oct-97	15-Oct-97	R	29	15-Oct-97	15-Oct-97	R	29	15-Oct-97	15-Oct-97	R	29	15-Oct-97	15-Oct-97	R
TAIWAN	DEEP SLEEP	021941	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R
TAIWAN	DEEP SLEEP	021941	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R	29	14-Nov-97	14-Nov-97	R
TAIWAN	DESIGNER OF CHERRY CHARACTERS	77028	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	WIDE-A-BED	77049	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	S AND HOUSE DESIGN	77759	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	S AND HOUSE DESIGN	77072	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	S AND HOUSE DESIGN	77039	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	SIMMONS	77031	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R	29	01-Sep-97	01-Sep-97	R
TAIWAN (PC)	SIMMONS	77003	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R
TAIWAN (PC)	DESIGNER OF CHERRY CHARACTERS	77003	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R	29	1-Sep-97	1-Sep-97	R
THAILAND (PC)	BEAUTYBEST - (L-18-10-98)		29			R	29			R	29			R	29			R
THAILAND (PC)	S AND CROWN DESIGN (L-18-10-98)		29			R	29			R	29			R	29			R
THAILAND (PC)	S AND HOUSE DESIGN		29			R	29			R	29			R	29			R
THAILAND (PC)	S AND HOUSE DESIGN W/SHIMONS		29			R	29			R	29			R	29			R
THAILAND (PC)	BACKCARE		29			R	29			R	29			R	29			R
THAILAND (PC)	SIMMONS		29			R	29			R	29			R	29			R
THAILAND (PC)	SIMMONS - STYLIZED		29			R	29			R	29			R	29			R
THAILAND (PC)	S AND GLOBE DESIGN		29			R	29			R	29			R	29			R
THAILAND	S AND HOUSE DESIGN		29			R	29			R	29			R	29			R
THAILAND (PC)	BEAUTYBEST		29			R	29			R	29			R	29			R
THAILAND (PC)	S DEVICE		29			R	29			R	29			R	29			R

SCHEDULE V

FILING OFFICES FOR UCC FINANCING STATEMENTS

	State	Local	Central
1.	Arizona		Office of the Secretary of State
2.	California		Office of the Secretary of State
3.	Colorado		Office of the Secretary of State
4.	Delaware		Office of the Secretary of State
5.	Florida		Office of the Department of State
6.	Georgia	Clerk of the Superior Court of Cobb County	
7.	Hawaii		Registrar of Conveyances
8.	Illinois		Office of the Secretary of State
9.	Kansas		Office of the Secretary of State
10.	Maryland		Office of the Maryland State Department of Assessments and Taxation
11.	Massachusetts	Office of the Clerk, Agawam Township	Office of the Secretary of State
12.	Missouri	Office of the Recorder of Deeds, Jackson County	Office of the Secretary of State
13.	New Jersey		Office of the Secretary of State
14.	North Carolina	Office of the County Clerk, Mecklenberg County Office of the County Clerk, Davidson County	Office of the Secretary of State
15.	Ohio	Office of the County Recorded of Franklin County	Office of the Secretary of State

16.	Pennsylvania	Office of the Prothonotary of Berks County	Office of the Secretary of the Commonwealth
17.	Tennessee		Office of the Secretary of State
18.	Texas		Office of the Secretary of State
19.	Utah		Division of Corporations and Commercial Code
20.	Virginia	Office of the Clerk of the Circuit Court of Fredericksburg	Office of the State Corporation Commission
21.	Washington		Office of the Department of Licensing
22.	Wisconsin		Office of the Secretary of State

In addition to the filing of UCC Financing Statements in the above filing offices, UCC Financing Statement filings will be made against Simmons Company in the central filing office of each state not identified above.

SCHEDULE VI

Insurance Certificates

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/28/98

PRODUCER

AOX RISK SERVICES INC OF NY
TWO WORLD TRADE CENTER
NEW YORK, NY 10048

212-441-2591

INSURED

SIMMONS COMPANY
ONE CONCOURSE PARKWAY, STE 600
ATLANTA, GA 30328-5345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A NATIONAL UNION FIRE INS CO

COMPANY

B AMERICAN HOME ASSURANCE CO

COMPANY

C

COMPANY

D

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6122369	10/29/98	10/29/99	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	3209535	10/29/98	10/29/99	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> Hired Autos	COMP/COLL.			
	<input type="checkbox"/> Non-Owned Autos	\$1,000 DEDUCTIBLE			
	<input checked="" type="checkbox"/> PHYSICAL DAMAGE				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	BE3579915	10/29/98	10/29/99	EACH OCCURRENCE \$ 50,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 50,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3472157 (AOS)	10/29/98	10/29/99	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	3472158 (CA)			EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
C	ADD'L WC POLICIES	3472159 (IL, NY)	10/29/98	10/29/99	\$500,000 EA. ACC.
		3472160 (LA)			\$500,000 POL. LMT.
		3472161 (OR, WI)			\$500,000 EA. EMP.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

UBS A.G., STAMFORD BRANCH, ADMINISTRATIVE AGENT IS ADDED AS AN ADDITIONAL INSURED ON BEHALF OF THE LENDERS UNDER THE CREDIT AND GUARANTEE AGREEMENT

CERTIFICATE HOLDER

UBS A.G., STAMFORD BRANCH
ADMINISTRATIVE AGENT
677 WASHINGTON BLVD.
STAMFORD, CT 06901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]* 382434000

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
 10/27/98

PRODUCER
 Aon Risk Services Inc of NY
 Two World Trade Center
 New York, NY 10048
 212-441-1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Simmons Company
 One Concourse Parkway
 Atlanta, GA 30328-5345

COMPANIES AFFORDING COVERAGE

COMPANY A	Lexington Insurance Company
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGE
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	All Risk Property Subject to Policy Terms, Cond & Excl	SEE ATTACHED	10/29/98	9/30/99	See Attached

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS
 UBS A.G, Stamford Branch, Administrative Agent is named as loss payee on behalf of the Lenders under the Credit and Guarantee Agreement.

CERTIFICATE HOLDER
 UBS A.G., Stamford Branch
 Administrative Agent
 677 Washington Blvd.
 Stamford, CT 06901

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *[Signature]* 311995000

Simmons Company		
10/29/98 - 9/30/99 Property/Boiler & Machinery Program		
Layer	Company	Policy No.
\$2.5MM Primary	Lexington	8521790
\$5MM p/o \$10MM e/o \$2.5MM	GenStar	IPG353576A
\$2.5MM p/o \$10MM e/o \$2.5MM	Essex	MSP2943
\$2.5MM p/o \$10MM e/o \$2.5MM	First Specialty	PRP77008-B
\$1.5MM p/o \$2.5MM e/o \$12.5MM	Agricultural	CPY2996130
\$1MM p/o \$2.5MM e/o \$12.5MM	Frontier	FCY2996130
\$10MM e/o \$15MM	TBD	TBD
1,106,464,724 Blanket Excess	Zurich	ERP2820960-01
\$35MM e/o \$90MM DIC	Hartford	IOXLSQG3092
\$100MM B&M	Travelers	BMG849K7382

10/28/98 2:56 PM

Lender's Loss Payable Endorsement- Form 438 BFU

- 1 Loss or damage, if any, under this policy shall be paid to: UBS A.G., Stamford Branch, Administrative Agent, or its assigns, as agent, its successors and assigns, hereinafter referred to as "the Lender" in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
- 2 The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents or which they failed to prevent whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.
- 3 In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment or premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
- 4 Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

- 5 If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to be the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
- 6 This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
- 7 This policy shall remain in full force and effect as to the interests of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal therefore with loss thereunder payment to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8 Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- 9 All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or be delivered to the Lender at its office or branch at UBS A.G., Stamford Brach, Administrative Agent

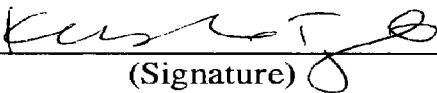
Insured to: Simmons Company
 Agency at: Aon Risk Services Inc. of NY, 2 WTC, New York, NY 10048
 Date: October 28, 1998

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.: 244130-377
Title of Paper: Pledge and Security Agreement
between Simmons Company and UBS A.G.
"Express Mail" Label No. **EL107310375US**
Date of Deposit: November ~~6~~, 1998
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I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Kristine Fyfe
Kristine Fyfe


(Signature)