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11-09-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

11-15-1999



REC

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TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
06 02 1999

Conveying Party

Mark if additional names of conveying parties attached

Name Simmons Upholstered Furniture Corporation

Execution Date
Month Day Year
06 02 1999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Simmons Upholstery, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1215 Glenn Drive

Address (line 2) _____

Address (line 3) Amory

City

MS

State/Country

38821

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

11/12/1999 DNGUYEN 00000337 1157343

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001987 FRAME: 0822

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,157,343"/>	<input type="text" value="1,694,437"/>	<input type="text"/>
<input type="text" value="522,187"/>	<input type="text" value="768,188"/>	<input type="text"/>
<input type="text" value="382,488"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Karen G. Biagi
Name of Person Signing

Karen G. Biagi
Signature

11-2-99
Date Signed

ASSIGNMENT OF TRADEMARKS

This Assignment dated as of June 2, 1999 is entered into by and between SIMMONS UPHOLSTERED FURNITURE CORPORATION, a Delaware corporation ("Assignor") and SIMMONS UPHOLSTERY, L.L.C., a Delaware limited liability company ("Assignee").

PRELIMINARY STATEMENT

Assignor and Assignee are parties to the Asset Purchase Agreement dated May 28, 1999 (the "Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee certain Intellectual Property assets of Assignor, including certain trademarks and to assign to Assignee its right, title and interest therein and all licenses therefor, together with all goodwill therein or associated therewith.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Agreement, and intending to be legally bound, the parties hereto agree as follows:

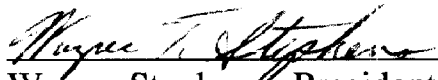
1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. **Assignment.** Assignor hereby assigns to Assignee all its right, title and interest in the trademarks described on the attached Schedule A, together with all goodwill therein or associated therewith (the "Trademarks"). The present assignment includes all rights and interests associated with the Trademarks, including, without limitation, Assignor's common law rights and federal registration rights in the trademarks identified in Schedule A, the right to sue for past trademark infringement and the right to claim prior use of the Trademarks by Assignor as a basis for federal and/or state trademark registration or in connection with any infringement proceeding or claim of a third party with respect to any or all of the Trademarks. In addition, any continued use by Assignor of the Trademarks shall inure to the benefit of Assignee.
3. **Successors and Assigns.** This Assignment of Trademarks shall be binding upon Assignor and shall be to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trademarks of the date first above written.

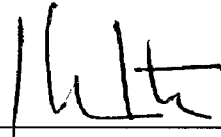
ASSIGNOR:

ASSIGNEE:

SIMMONS UPHOLSTERED FURNITURE CORPORATION **SIMMONS UPHOLSTERY, L.L.C.**



Wayne Stephens, President



Herb Hester, President

Schedule A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Elevations	73/253,542	1,157,343	3/10/80	6/9/81
Hide-A-Bed (stylized)	71/549,474	522,187	2/11/48	3/14/50
Hide-A-Bed Sofa (stylized)	71/432,788	382,488	6/7/40	10/29/40
TPI (stylized)	74/185,458	1,694,437	7/15/91	6/16/92
Wall-A-Bed	72/176,753	768,188	9/11/63	4/14/64

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