(Rev. 03/01) TRADEM	ORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/31/2002)  Tab settings	<b>* * *</b>
	s: Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: UBS A.G., Stamford Branch Internal
Dreamwell, Ltd.  ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ OtherNevada limited liability company  Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ 1  3. Nature of conveyance:	City: Stamford State: CT Zip: 06901  Individual(s) citizenship  Association
Assignment	Corporation-State  Other Swiss corporation qualified in Connection If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Dosignations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  75/852163 76/285166 76/276907 76/321693 75/903491  75/255960 76/303896 76/303897 76/303898 76/343884  Additional number(s)	
Name and address of party to whom correspondence concerning document should be mailed:     Name: Elaine D. Ziff, Esq.	6. Total number of applications and registrations involved:
Skadden, Arps, Slate, Meagher & Flom LLP	7. Total fee (37 CFR 3.41)\$ 5,765.00  Enclosed  Authorized to be charged to deposit account
Street Address: Four Times Square	8. Deposit account number:  19-2385 [Our Ref: 244130-377]
City: New York State: NY Zip: 6522	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.  To the best of my knowledge and belief, the foregoing infocopy of the original document.  Steven M. Rosenthal	ormation is true and correct and any attached copy is a true  July 15, 2002
Name of Person Signing  Total number of pages including	Signature Date sover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Sox Assignments Washington, D.C. 20231

## Counterpart Agreement Dreamwell Ltd. To UBS A.G. Stamford Branch Our Ref: 244130-377

Serial Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)
76/360472	2146996	2010817	638778	2388796
76/404909	1904444	1439986	2083945	2371683
76/309857	621296	2146787	1812950	2550999
76/309859	512535	2219191	1893150	2548303
76/216840	1788183	604475	2091139	2532958
76/343886	207821	794501	2091138	2510144
76/404907	732490	804674	2083943	2544600
76/230454	513425	512530	760360	2371682
76/309856	2033494	1201147	1988650	2371684
75/838309	1324591	787168	2211672	2381833
76/343885	984972	2059719	2030862	2373836
76/404908	2089232	839577	1349436	2378110
76/262820	1988659	740633	515127	2380003
76/309734	2158865	1027842	1903951	524621
	2134989	532319	1988656	2378022
76/111130	1	2022446	1931251	1816903
75/594550 76/311487	1696129 2115921	548280	1554755	2373835
/0/31148/	2036089	235949	2025433	1961293
		511415	672494	2515348
	2036091 2144887	1895134	512547	522187
		1900677	2028820	768188
	1359240 612187	1955483	1875283	525694
	,	970738	1898953	525695
	1988651	2017734	866628	523897
	283763		1959612	2012934
	1988643	2036090	2091655	1904446
	1689575	1988644	811703	1904445
	1779689	983932		1904447
	2439815	513421	2036088	1183799
****	2020809	1991332	2185599	
	420150	578082	2344198	1977990
	1324572	2019233	2293403	545312
	813001	518794	2017737	1922062
	1154910	1542562	865743	730415
	1780316	1773632	2363836	1922059
	982543	647827	2017733	1922060
	518793	2304404	1556867	1176241
	573237	2191136	210476	730091
	318383	2252237	1988658	1165575
	506989	1320759	1697653	1172312
	609109	1817456	826112	1922061
	1042926	2019731	764680	1211581
	2349540	2418259	1922058	
	1747133	1993378	881255	
	1993518	514494	2407982	
	2201922	2038305	2487919	
	2026022	1553754	522272	
	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	

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# Counterpart Agreement Dreamwell Ltd. To UBS A.G. Stamford Branch Our Ref: 244130-377

Serial Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)
6/360472	2146996	2010817	638778	2388796
6/404909	1904444	1439986	2083945	2371683
6/309857	621296	2146787	1812950	2550999
6/309859	512535	2219191	1893150	2548303
6/216840	1788183	604475	2091139	2532958
6/343886	207821	794501	2091138	2510144
6/404907	732490	804674	2083943	2544600
76/230454	513425	512530	760360	2371682
76/309856	2033494	1201147	1988650	2371684
5/838309	1324591	787168	2211672	2381833
6/343885	984972	2059719	2030862	2373836
6/404908	2089232	839577	1349436	2378110
6/262820	1988659	740633	515127	2380003
6/309734	2158865	1027842	1903951	524621
76/111130	2134989	532319	1988656	2378022
75/59 <b>4</b> 550	1696129	2022446	1931251	1816903
6/311487	2115921	548280	1554755	2373835
0/311467	2036089	235949	2025433	1961293
	2036091	511415	672494	2515348
	2144887	1895134	512547	522187
		1900677	2028820	768188
	1359240	1955483	1875283	525694
	612187		1898953	525695
100 00 111	1988651	970738	866628	523897
	283763	2017734		2012934
	1988643	2036090	1959612	1904446
	1689575	1988644	2091655	1904445
	1779689	983932	811703	
	2439815	513421	2036088	1904447
	2020809	1991332	2185599	1183799
	420150	578082	2344198	1977990
	1324572	2019233	2293403	545312
	813001	518794	2017737	1922062
	1154910	1542562	865743	730415
.,	1780316	1773632	2363836	1922059
	982543	647827	2017733	1922060
	518793	2304404	1556867	1176241
	573237	2191136	210476	730091
	318383	2252237	1988658	1165575
	506989	1320759	1697653	1172312
	609109	1817456	826112	1922061
	1042926	2019731	764680	1211581
	2349540	2418259	1922058	
	1747133	1993378	881255	1.1 <u></u>
	1993518	514494	2407982	
	2201922	2038305	2487919	
	2026022	1553754	522272	
■ 1 <u> </u>	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	

07/15/2002

# COUNTERPART AGREEMENT

COUNTERPART AGREEMENT, dated December 28, 2001 (this "Counterpart"), is delivered pursuant to the Pledge and Security Agreement dated as of October 29, 1998 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among Simmons Company, Simmons Holdings, Inc. and certain other Subsidiaries of Simmons Company, as Guarantors, and UBS A.G. Stamford Branch, as Administrative Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

The undersigned ("Additional Guarantors") hereby agree that this Counterpart may be attached to the Pledge and Security Agreement and by the execution and delivery hereof, each undersigned (i) becomes a Guarantor under the Pledge and Security Agreement, (ii) agrees to be bound by all of the terms thereof, and (iii) guaranties all of the Obligations in accordance with the term and conditions of the Pledge and Security Agreement.

[Remainder of the page intentionally left blank.]

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N WITNESS WHEREOF, each Additional Guarantor has caused this Counterpart to be scuted and delivered by its duly authorized officer as of the date first written above.

WORLD OF SLEEP OUTLETS, LLC
By: Un A. Culi
Name: WILLIAM S. CITEEKMUIR_
Title: <b>E</b> √P
Address: One Concourse Parkway, Suite 600 Atlanta, GA 30328
THE SIMMONS MANUFACTURING CO.,
By: Un A. Ceul.
Name: WILLIAMS. CREEKINGE
Title: $E \lor \ell + c \digamma_0$
Address: One Concourse Parkway, Suite 600
Atlanta, GA 30328
DREAMWELL, LTD.
By: David R. Hancock
Name: DAVID R. HANCOCK
Title: 6000/ 4ARY
Address: 2325-B Renaissance DR., Ste 13
LAS VEGAS, NV 89119
SIMMONS CAPITAL MANAGEMENT, LLC
By: Dand R. Hann
Name: DAVID R- HANCOCK Title: Secretary
Address: 2325-8 Renaissance Dr., Ste 15
LAS VEGES, NV 89119

SIMMONS CONTRACT SALES, LLC

Title:

Address: One Concourse Parkway, Suite

Atlanta, GA 30328

GALLERY CORP.

By:

Title:

Nice Phones

One Concourse Parkway, Suite 6 Address:

Atlanta, GA 30328

### SCHEDULE IV TO PLEDGE AND SECURITY AGREEMENT

#### Revised Annex E

### <u>Domestic Trademarks owned by Dreamwell, Ltd.</u>

## U.S. TRADEMARKS

Trademark Name	Reg. No.	Reg. Date	Status
	ere eticoacias de es		
TRITON			Allowed
DESIGN YOUR PERFECT BED			Allowed
ORTHOCARE			Allowed
BACKCARE		F. 10/5/01	Pending
CUMULUS	75/903491	F. 1/25/2000	Pending
BETTER SLEEP FOR YOUR PETS	75/255960	11-May-01	Pending
COLUMBIA MATTRESS COMPANY	76/303896	23-Aug-01	Pending
COLUMBIA BEDDING & FEATHER COMPANY	76/303897	23-Aug-01	Pending
COLUMBIA BEDDING COMPANY	76/303898	23-Aug-01	Pending
BACKCARE FOR KIDS	76/343884	30-Nov-01	
SIMMONS BACKCARE	76/343886	30-Nov-01	
BETTER SLEEP FOR THE TWO OF YOU	76/343885		
WORLD CLASS	76/360472	7-Jan-02	Pending
BODYCARE	info		
BODYCARE KIDS	Info	9-May-02	Pending
BODYCARE KIDS (with Design)	Info	9-May-02	Pendina
TWO STORY (STYLIZED)	76/230454		Published
DEEP SLEEP BY BEAUTYREST	Info		Published
BEAUTYREST (STYLIZED)		F. 9/13/01	Published
CONCORDE	1521862		Registered
ACHIEVER	2030907		Registered
BEAUTY CLOUD	1378122		Registered
BEAUTY SLEEP	1198771	22-Jun-82	Registered
BEAUTY SOFT	2283361		Registered
BEAUTY-EDGE	1833346		Registered
BEAUTYFOAM (STYLIZED LETTERING)	566513	11-Nov-52	Registered
BEAUTYLOFT	1710062	25. Δμα.02	Registered
BEAUTYLOFT	2360532	20- lun-00	Registered
BEAUTYREST (STYLIZED)	602721		Registered
BEAUTYREST	2010820		Registered
BEAUTYREST CONTINENTAL	1404977		Registered
BEAUTYREST POCKETED COIL	2146996		Registered
BEAUTYREST	1904444		Registered
BEAUTYREST	621296		Registered
BEAUTYREST (STYLIZED)	512535		Registered
BEAUTYREST (STYLIZED)	1788183		Registered
BEAUTYREST (STYLIZED)	207821	17-Aug-83	Registered
BELMONT	732490		Registered
BELMONT	513425		Registered
BRUSSELS	2,033,494	28-Jan-97	Registered
CARESSE	1324591		Registered
CENTROPEDIC	984972		Registered
CHAMBOURG	2089232		Registered
CHELSEA	1988659		Registered
hand the harberta and the Co	1800038	2 23-041-30	7,1091305150

07/15/2002

**P**010

COLLECTOR'S EDITION	2158 <b>865</b>	19-May-98	Registered I
ADJUSTO-REST	2134989		Registered
ADJUSTABLEBED & DESIGN	1696129		Registered
	1		ľ
	ļ	·	
	1		·
CONNOISSEUR COLLECTION	2115921	25-Nov-97	Registered
CONTENDER	2036089		Registered
CONTESTANT CONTOUR FIT	2036091 2144887	4-F60-97	Registered Registered
CONTOUR-FLEX	1359240		Registered
CORRECT POSTURE	612187		Registered
CYPRESS	1988651		Registered
DEEP SLEEP	283763		Registered
ALEXANDER	1988643	23-Jul-96	Registered
ALEXANDRIA	1689575		Registered
AMERICUS	1779689		Registered
ASTORIA	2439815	3-Apr-01	Registered
AVONDALE	2020809		Registered
BABY BEAUTY	420150		Registered
BABY BEAUTYREST BACK CARE IV	1324572	12-Mar-85	Registered
BACKCARE	813001	18 Aug 66	Registered
BACK GUARD	1154910		Registered
BACK SHIELD	1780316		Registered
BACK-O-PEDIC	982543		Registered
DEEPSLEEP (STYLIZED)	518793		Registered
DORM BILT	573237		Registered
DREAM SLEEP	318383		Registered
DREAMWELL (STYLIZED)	506989		Registered
DUAL COMFORT (STYLIZED)	609109		Registered
ECONO-PEDIC	1042926		Registered
EDMONTON	2349540		Registered
EMINENCE EMPEROR	1747133		Registered Registered
ENTRE	1993518 2201922		Registered
EOS	2026022		Registered
EQUATION OF SLEEP	2079253	15-Jul-9	Registered
ROOSEVELT	1901372		Registered
ROYALTY	513422		Registered
RYAN	1988645		6 Registered
S (and Design)	2010817		6 Registered
S AND HOUSE DESIGN	1439986		7 Registered
SIMMONS AND GLOBE DESIGN	2146787		8 Registered
SIMMONS AND GLOBE DESIGN	2219191		9 Registered
SEA BREEZE (STYLIZED)	604475	12-ADI-5	5 Registered 5 Registered
SIM-CARE SIM-CLAD	794501 804 <del>6</del> 74		6 Registered
SIMCO	512530		9 Registered
SIMCOPEDIC	1201147		2 Registered
SIMCREST	787168		5 Registered
SIM-FIRM	2059719		7 Registered
SIMFLEX	839577		7 Registered
SIMFLEX	740633		2 Registered
SIMLOK	1027842	23-Dec-7	5 Registered
SIMMONS (STYLIZED)	532319		0 Registered
SIMMONS	2022446		6 Registered
SIMMONS	548280		1 Registered
SIMMONS COMPANY AND OWL	235949	29-Nov-2	7 Registered
DESIGN	544445	24 lue 4	9 Registered
LA GRANDE (STYLIZED)	511415	7 E 1-3011-4	roji regiotereu

LINCOLN	1895134	23-May-95 R	egistered
LORRAINE	1900677	20-Jun-95 R	
MARQUIS	1955483	13-Feb-96 R	
MAXIPEDIC	970738	16-Oct-73 R	
MEADOWBROOK	2017734	19-Nov-96 R	egistered
MEDALIST	2036090	4-Feb-97 R	
MILAN	1988644	23-Jul-96 R	
MIRACLEPEDIC	983932	14-May-74 R	egistered
MONARCH	513421	9-Aug-49 R	epistered
MYSTIC	1991332	6-Aug-96 R	enistered
NEW YORKER	578082	28-Jul-53 R	
	2019233	26-Nov-96 R	
OAKDALE (OTX/LITES)	518794	13-Dec-49 R	
OLYMPIC (STYLIZED)		6-Jun-89 F	
PARAMOUNT	1542562		
PARLIAMENT COLLECTION	1773632	25-May-93 F	
PATIENT PROOF	647827	2-Jul-57 F	
POCKET COIL	2304404	28-Dec-99 F	
POCKET REST	2191136	22-Sep-98 F	
POCKETED COIL	2252237	15-Jun-99 F	
POLYCEL	1320759	19-Feb-85 F	
POWER FLEX	1817456	18-Jan-94 F	
POWER FIRM	2019731	26-Nov-96 F	
POWER SLEEP	2418259	2-Jan-01 F	Registered
PROVIDENCE	1993378	13-Aug-96 F	Registered
PURPLE LABEL (STYLIZED)	514494	30-Aug-49 F	
QUEBEC	2038305	18-Feb-97 F	
QUINTESSENCE	1553754	29-Aug-89 F	
REBECCA	1988639	23-Jul-96 F	
RIVAL	2039393	18-Feb-97 F	
SIMMONS PROGRAMS FOR PROFIT	1203836	3-Aug-82 i	
AND DESIGN	1203030	57.0g 02.	tegiotolica
SLEEP LOGIC	2101915	30-Sep-97	Registered
SLEEPERS CHOICE	638778	18-Dec-56	
ST. CAROLINE	2083945	29-Jul-97	
SPECTRUM	1812950	21-Dec-93	
ST. LAWRENCE	1893150	9-May-95	
	2091139	26-Aug-97	
ST. MARTIN		26-Aug-97	
ST. STEPHEN	2091138		
ST. THOMAS	2083943		Registered
SULTAN	760360	19-Nov-63	
TESTIMONIAL	1988650		Registered
THE BUNKSTER	2211672	15-Dec-98	
THE DO NOT DISTURB MATTRESS	2030862	14-Jan-97	Registered
THE ULTIMATE AMENITY	1349436		Registered
TRAVELER (STYLIZED LETTERS)	515127	13-Sep-49	
MONROE	1903951	4-Jul-95	Registered
TRIBEKA	1988656	23-Jul-96	Registered
TUDOR	1931251	31-Oct-95	Registered
ULTRA FIT	1554755	5-Sep-89	Registered
ULTRA MAHOGANY	2025433	24-Dec-96	Registered
VANDERBILT	672494		Registered
WESTMINSTER (STYLIZED	512547		Registered
LETTERS)	1 2120-11	19-001-10	, agreet to
WILLOWBROOK	2028820	7- lan-07	Registered
WINCHESTER	1875283		Registered
WINDSOR	1898953	13, lun-05	Registered
WORLD OF SLEEP	866628		Registered
WORLD'S FINEST BEDDING SINCE	1959612		Registered
1870	1939012	2-14(01-90)	. wyw.citou
EVENING WHISPER	2091655	26_Aug_07	Registered
FABRISAN	811703	26. InL66	Registered
· ADNOAN	1 011703	20-001-00	

FINALIST !	2036088	4-Feb-97 <b>]</b> F	Registered
FIRST IMPRESSION	2185599	1-Sep-98 f	Registered
5 ZONES	2344198	18-Apr-00 F	
FIVE ZONES FOR YOUR BONES	2293403	16-Nov-99 F	Registered
FOREST GLEN	2017737	19-Nov-96 F	Registered
GLAMOUREST	865743	4-Mar-69 F	Registered
GLENDALE	2363836	4-Jul-00 F	Registered
GLENWOOD	2017733	19-Nov-96 I	Registered
GOLDEN VALUE	1556867	19-Sep-891	Registered
GRACELINE	210476	16-Mar-26 I	Registered
GREENWICH	1988658	23-Jul-96 l	Registered
HARMONY	1697653	30-Jun-92	Registered
HOSPITAL-BILT	826112	21-Mar-67	
INNMASTER	764680	11-Feb-64	Registered
JEFFERSON LUXURY	1922058	26-Sep-95	
LA GRANDE	881255	25-Nov-69	
POWERBEAM	2407982	28-Nov-00	
POWER-PACKED	2487919	11-Sep-01	
REGENCY (STYLIZED)	522272	14-Mar-50	
SLEEP KING & DESIGN	522324	14-Mar-50	
VOGUE	522243	E	Registered
THE MATTRESS BUILT THE WAY	2440844		Registered
YOUR BACK IS BUILT			
BEHIND EVERY GREAT LIFE IS A	2425329	30-Jan-01	Registered
GREAT SUPPORT SYSTEM			
BACKCARE	2388796	19-Sep-00	Registered
AMHERST	2371683	25-Jul-00	Registered
ROĐEO DRIVE	2550999		Registered
MADISON AVENUE	2548303		Registered
PALM SPRINGS	2532958		Registered
BUILT SO WELL YOU NEVER HAVE	2510114	20-Nov-01	Registered
TO FLIP IT!			
TO DREAM IS TO ESCAPE	2544600	5-Mar-02	Registered
ST. MARK	2371682		Registered
ST. DOMINICK	2371684		Registered
FARMINGTON	2381833		Registered
TRIDENT	2373836		Registered
ST. ANDREW	2378110		Registered
BIRMINGHAM	2380003		Registered
SLUMBER TIME	524621		Registered
BETTER SLEEP THROUGH	2378022		Registered
SCIENCE	1 20,002	10 710g 00	rtogiotoroa
NOTHING MAKES YOUR DAY LIKE A	1816903	18. Jan-94	Registered
BEAUTYREST NIGHT	10,0000	10-0411-01	r togisto tod
ST. RICHARD	2373835	1-400-00	Registered
COLUMBIA	1961293		Registered
THE ONLY QUEEN BED THAT	2515348		Registered
SLEEPS LIKE A KING	2010340	4-060-01	, wystered
HIDE-A-BED and Design	522187	14_Mar_50	Registered
WALL-A-BED and Design	768188		Registered
AMBASSADOR and Design	525694		Renewed
DUCHESS and Design	525695		Renewed
The state of the s	523897		Renewed
EMPRESS and Design KENNEDY	2012934		Supp. Reg.
WORLD CLASS	<u> ∠∪ 1∠934</u>	Z9-O6(-96	To Be Aban
WORLD CLASS	<del>                                     </del>		To Be Aban
WORLD CLASS	<u> </u>		To Be Aban
WORLD CLASS	1		To Be Aban
BEAUTY SLEEP	1904446	11_63_06	To Be Aban
BEAUTY SLEEP (SCRIPT DESIGN)	1904445		To Be Aban
BEAUTYREST (STYLIZED	1904447		To Be Aban
LETTERING)	130777		, , , , , , , , , , , , , , , , , , , ,
	<u> </u>		

BEAUTYREST FEELINGS	1183799	29-Dec-81	To Be Aban
(STYLIZED)  COMFORT PLUS	1977990	4. (un-96)	To Be Aban
ADJUSTO-REST (STYLIZED	545312		To Be Aban
LETTERING)	010012	., 55, 51	1
BEAUTY BORDER	1922062	26-Sep-95	To Be Aban
ALBUM	730415		To Be Aban
AMERICA'S BEST	1645686	21-May-91	To Be Aban
DISTINCTION FRANKLIN SILK	1922059		To Be Aban
DISTINCTION MADISON LUXURY	1922060		To Be Aban
SIMMONS FLOTATION SYSTEMS &	1176241	3-Nov-81	To Be Aban
DESIGN	70000	47.5	T- D- AL
SILVER LABEL SIMCRON	730091 1165575		To Be Aban To Be Aban
SIMFOAM (STYLIZED)	542773		To Be Aban
SIM-GARD	1172312		To Be Aban
MAXIPEDIC LUMBAR SUPPORT	1854200		To Be Aban
POSTURE BRIDGE	1880651		To Be Aban
POWER FLEX TORSION BAR	1902742		To Be Aban
FOUNDATION	ŀ		
SLUMBER DREAM	5335 <del>6</del> 4	21-Nov-50	To Be Aban
SLUMBER KING (SYLIZED)	541309		To Be Aban
ST. IVES	1883622		To Be Aban
HAMILTON SILK	1922061		To Be Aban
KLIK-LOK	1211581	5-Oct-82	To Be Aban
SLEEP PRINT			To Be Aban
SLEEP PRINT			To Be Aban
VSS SAG PROOF			To Be Aban To Be Aban
TRIO	<del></del>		To Be Aban
BLOC			Abandoned
CHARLOTTE	+		Abandoned
COUNTESS Not in CPI	532031	17-Oct-50	Abandoned
DAVENPORT		17 00000	Abandoned
BEAUTIFUL FEELINGS (STYLIZED	1162779	28-Jul-81	Abandoned
LETTERING)			
BACKCARE			Abandoned
SIMMONS AND GLOBE DESIGN			Abandoned
TRU-COMFORT	537027	30-Jan-51	Abandoned
TWO STORY			Abandoned
HOTEL-BILT	704303	13-Sep-60	Abandoned
TRANS-SHOCK	1695359	16-Jun-92	Abandoned
THE ONLY FIVE ZONE SLEEP			Abandoned
SYSTEM ZOO	4707004	E 0-1-02	Abaadaaad
I ONLY SLEEP WITH THE BEST	1797024 1842171		Abandoned Abandoned
CRESCENDO	1042171	20-3041-84	Abandoned
RIGID-SPAN	1818484	25-Jan-94	Abandoned
SCIENCE OF SLEEP	1010107	20.0011.00	Abandoned
SIMBOLIC	696415	19-Apr-60	Abandoned
SIMMONS ADVERTISING AND	1768218		Abandoned
DESIGN			
SIMMONS LUMBAR SUPPORT	1854202	13-Sep-94	Abandoned
SIMTORC	696414	19-Apr-60	Abandoned
SLEEP SCIENCE	1791009		Abandoned
SUMMATION	1642712		Abandoned
SUPER SLEEP	520818	7-Feb-50	Abandoned
THE BOWLING BALL MATTRESS			Abandoned
BEAUTY COMFORT	1832218		Abandoned
BEDDEREST BEAUTY SLEEP LUMBAR SUPPORT	1694420		Abandoned Abandoned
DEAULT SLEEP LUMBAK SUPPURT	1854201	13-Sep-94	+ Abandoned
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BEAUTYREST ELITE	d d d d d d d d d d d d d d d d d d d
BEAUTYREST CLASSIC         1814452         28-Dec-93 Abandone           BEAUTY PILLOW         1667653         10-Dec-91 Abandone           BEAUTY PEDIC         1617672         16-Oct-90 Abandone           BEAUTYFIL         1710061         25-Aug-92 Abandone           ACE and DESIGN         178478         15-Jan-24 Abandone           EURO CONCEPTS         1651188         16-Jul-91 Abandone           ESSENCE         1800782         26-Oct-93 Abandone           ELAN         1710073         25-Aug-92 Abandone           COMFORTORC         667423         23-Sep-58 Abandone           COMFORTORC         667423         23-Sep-58 Abandone           CRASH PADI         Abandone         Abandone           BUNK MAN         1782130         13-Jul-93 Abandone           PERMAFLEX (STYLIZED)         374647         23-Jan-40 Abandone           ADVANT-EDGE         Abandone         Abandone           NOTHING ENERGIZES YOUR DAY         1952463         30-Jan-96 Abandone           LIKE A BEAUTYREST NIGHT         MAXIPEDIC REGENT SUPREME         1635504         19-Feb-91 Abandone           MAGNA-PEDIC         970736         16-Oct-73 Abandone         Abandone           FEDERALIST         1033904         17-Feb-91 Abandone <t< td=""><td>d d d d d d d d d d d d d d d d d d d</td></t<>	d d d d d d d d d d d d d d d d d d d
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DINOSAUR         1773637         25-May-93         Abandone           COMFORTORC         667423         23-Sep-58         Abandone           CONSPEC         1682405         7-Apr-92         Abandone           CRASH PADI         Abandone         Abandone           BUNK MAN         1782130         13-Jul-93         Abandone           PERMAFLEX (STYLIZED)         374647         23-Jan-40         Abandone           ADVANT-EDGE         Abandone         Abandone           NOTHING ENERGIZES YOUR DAY         1952463         30-Jan-96         Abandone           LIKE A BEAUTYREST NIGHT         MAXIPEDIC REGENT SUPREME         1635504         19-Feb-91         Abandone           MAGNA-PEDIC         970736         16-Oct-73         Abandone           FLO-GRID FOUNDATION         1641294         16-Apr-91         Abandone           FLAVORS (STYLIZED)         1743941         29-Dec-92         Abandone           FEDERALIST         1033904         17-Feb-76         Abandone           PRO-PEDIC EXALTED         Abandon         Abandone           POSTURE BRIDGE         1777214         15-Jun-93         Abandone           SLEEPSMITH         Abandone         Abandone           BETTER NIGHTS, BETTER DAYS </td <td>ed ed e</td>	ed e
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	ed
PARTNER PERFECT Abandon	ed
POLYCEL Abandor	ed
SCIENCE AND SENSUALITY Abandor	ed
TAKE CARE, BACKCARE, TAKES Abandor CARE	ied
YOU ARE WHAT YOU SLEEP Abandor	ied
SIMMONS BETTER SLEEP Abandor	
SLEEP BETTER TONIGHT LIVE Abandor BETTER TOMORROW	red
KARMA Abandor	red
SANTA FE Abandor	
PARK AVENUE Abandos	
GIVING BETTER SLEEP A HEAD Abandon	
START	
VARIABLE SUPPORT SYSTEM Abando	امست
EXACT COMFORT Abando	
TRIAD Abando	ned
NO SAG WARRANTY Abando	ned ned
NEVER SAG Abando	ned ned ned
HIDE-A-BED SOFA and Design 382488 29-Oct-40 Cancelle	ned ned ned ned

DREAMSCAPES	1 1		Dropped
TOURIST	599063	7-Dec-54	Expired
THE HARD LINE	1044875	27-Jul-76	Expired
SIMCREST	681470	7-Jul- <del>5</del> 9	Expired
SIM-MATIC	657780	28-Jan-58	Expired
BEAUTYWAVE	1139955	30-\$ep-80	INT-ABAND
ELEVATIONS	1157343	9-Jun-81	Lapsed
BACKCARE	75/594550	F. 11/24/98	Suspended
SIMMONS HEALTHCARE			Proposed
SO YOU CAN SLEEP THROUGH EVERY TOSS AND TURN			Proposed
SOLID COMFORT CORE			Proposed
SOLID COMFORT CORE		·	Proposed
TECHNOLOGY WORLD CLASS			Duplicate

# SCHEDULE IV TO PLEDGE AND SECURITY AGREEMENT

Revised <u>Annex</u> E

#### International Trademarks owned by Dreamwell, Ltd.

# International Marks (Part 1)

COUNTRY	TRADEMARK	REG. NO.	DATE	CLASS	STATUS	APP. SERIAL #
ALGERIA (FC)	BEAUTYREST	1 111		20	PEND	
ALGERIA (FC)	HIDE-A-BED			20	PEND	
ALGERIA (FC)	SIMMONS			20	PEND	
ANDORRA (FC)	("S" & GLOBE)	5366	28-Apr-97	20	R	5856
ANDORRA (FC)	("S" & HOUSE)	5368	28-Apr-97	20	R	5857
/#/DO(1101 (CD)	(0 4110002)	3300	•			
ANDORRA (FC)	BEAUTYREST	5365	28-Apr-97	20	R	5879
ANDORRA (FC)	SIMMONS	5367	28-Apr-97	20	R	5858
ARGENTINA (FC)	BACKCARE			20	PĒNŌ	2065835
ARGENTINA (FC)	BEAUTYREST	1.450.0 <del>5</del> 0	30-Jun-61	<b>2</b> 0	R	
ARGENTINA (FC)	S & HOUSE DESIGN	1,475,448	01-Jun-72	20	R	
ARGENTINA (FC)	S AND GLOBE			20	PEND	
ARGENTINA (FC)	S-EMBLEM W/CROWN	1.450.615	05-Nov-59	20	R	
ARGENTINA (FC)	SIMFLEX	1,573.311	31-Aug- <b>7</b> 2	20	R	
ARGENTINA (FC)	\$1MMON\$ (\$tylized)	19972473	28-Sep-55	20	R	
ARGENTINA (FC)	SIMMONS EPEDA	1464453	12-Nov-82	20	R	
AUSTRALIA	DEEPSLEEP	A98,527	14-Apr-49	20	R	
AUSTRALIA	DREAM SLEEP	A219,525	04-Jun-68	20	R	
AUSTRALIA	EMPÉROR	A188,094	04-Jun-64	20	R	
AUSTRALIA	HOUSE O SIM/ S CROWN	A138,274			R R	~ 4448
AUSTRALIA (FC)	"S" & GLOBE	742955	01-Sep-97	20		742955
AUSTRALIA (FC)	AIRPEDIC			20	PEND	
AUSTRALIA (FC)	B/REST ELECANCE	A188,096	4-jun-84	20	Ŕ	•
AUSTRALIA (FC)	BABYBEAUTY	B167,823	14-ปนุก-63	20	R	
AUŞTRALIA (FÇ)	BABYREST	B167.824	6-Feb-63	20	R	
AUSTRALIA (FC)	BACK SHIELD	A218,673	22-Apr-68	20	R	
AUSTRALIA (FC)	BEAUTY SLEEP	A40,933	11-Jul-72	20	R	
AUSTRALIA (FC)	BEAUTYREST	A98,523	14-Арг-49	20	R	
AUSTRALIA (FC)	BEAUTYREST	722513	22-Nov-96	24	R	7 <b>225</b> 13
AUSTRALIA (FC)	BORDER GUARD	A218,674	22-Apr-68	20	Ŕ	
AUSTRALIA (FC)	CONNOISSEUR			20	PEND	
AUSTRALIA (FC)	EMPRESS	A188,093	04-Jun-64	20	R	
AUSTRALIA (FC)	HIDE-A-BED	A98,524	14-Apr-49	20	R	
AUSTRALIA (FC)	MAXIPEDIC	A311588	01-Aug-79	20	R	
AUSTRALIA (FC)	POCKETED COIL		•	6, 20	PEND	727239
AUSTRALIA (FC)	S AND HOUSE	B257,191	04-Apr-72	20	R	<del>6</del> 48901
AUSTRALIA (FC)	SIM LUX MICRO QUILT	A188,097	04-Jun-64	20	R	
AUSTRALIA (FC)	SIMCO-FIRM	A219,469	31-May-68	20 20	R R	
AUSTRALIA (FC) AUSTRALIA (FC)	SAMFLEX SAMFLEX	8173,241 64 <b>890</b> 2	18-Apr-62 19-Dec-94	20	R	
AUSTRALIA (FC)	SIMFOAM	B165,927	29-Mar-61	20	R	
AUSTRALIA (FC)	SIMMONS	A185,802	23-Mar-61	20	R	
AUSTRALIA (FC)	SIMMONS	•		24	PEND	<b>7225</b> 12
AUSTRALIA (FC)	SIMMONS (OWL)	A29,624	23-Nov-20	20	Ř	
AUSTRALIA (FC)	SLEEP-KING	A188,095	04-Jun-64	20	R	
AUSTRALIA (FC)	THE DO-NOT-DIST, MATT	727240	5-Feb-97	20	R	727240
AUSTRIA	BEAUTYREST	77.705	01-Jul-74	20	R	
AUSTRIA	HIDŞ-A-BED	77,705 77,464	28-May-74	20	, , R	
OPPICIA	다. 누수- ^- 우두난	111	20-1110y-17		· ·	
		00.000	40 0 70			
AUSTRIA	S & HOUSE	82,383	10-Sep-72 01-Jul-74	20	R R	

BAHAMAS	BEAUTYREST			13	PEND	19,681
BAHAMAS	BEAUTYREST			41	PEND	19,682
SAMAHAB	Ş AND GLOBE			13	PĒNŌ	19,677
BAHAMA\$	\$ AND GLOBE			41	PEND	19,678
BAHAMAŞ	SIMMONS			13	PEND	19,67 <del>9</del>
BAHAMAS	SIMMONS			41	PENO	19,680
BAHRAIN	BEAUTYREST			20	PEND	
BAHRAIN	HIDE-A-BED			20	PEND	
BAHRAIN	SIMMONS			20	PEND	
BANGLADESH	BACKCARE			20	PĒNŌ	47020
BANGLADESH	BEAUTYREŞT			20	PEND	47023
BANGLADESH	HIDE-A-BED			20	PEND	47022
BANGLADESH	S & GLOBE			20	PEND	47019
BANGLADESH	S & HOUSE			20	P≦ND	47021
BANGLADESH	SIMMONS			20	PEND	47018
BARBADQS	BEAUTYREST			20	PEND	
BARBADOS	SIMMONS			20	PĖNŌ R	
BENELUX BENELUX	BEAUTYREST S DEVICE	054938 309068	17-Apr-62 28-Mar-72	20 20	R	007880
BENELUX	SIMMONS	054939	19-Jul-71	20	R	007881
BOLIVIA (FC)	8EAUTYREST	62612-C	19-Sept-97	20	R	04700
BOLIVIA (FC)	S & HOUSE	62832-C	27-Jan-97	20	R	04698
SOLIVIA (FC)	SIMMONS	62854-C	29-Jan-97	20	R	04699
BOPHUTHATSWANA	BEAUTYREST LABEL	259/42	30-Mar-42	20	Ř	
BOPHUTHATSWANA	S DEVICE	B72/1891	28-Mar-72	20	R	
BOPHUTHATSWANA BOSNIA & HERZEGOVINIA	SIMMONS BEAUTYREST		•	20 20	PEND PEND	92/0298 BAZ971277A
BOSNIA & HERZEGOVINIA	5 & GLOBE			20	PEND	BAZ971277A
\$0\$NIA & HERZEGOVINIA	SIMMONS			20	PEND	BAZ971276A
BOTSWANA	BEAUTYREST	SA 12398	13-Mar- <del>9</del> 2	20	R	
BOTŚWANA	S DEVICE	B72/1891	28-Mar-72	20	R	
BRAZIL	BACKCARE			<b>2</b> 0	PEND	
BRAZIL	S& GLOBE			20	PEND	
BRUNEI (FC)	"S" & GLOBE				PEND	26,274
BRUNEI (FC)	"S" & HOUSE	22224	3-Jun-96		R	26,275
BRUNEI (FC)	BACKCARE				PEND	26,273
BRUNEI (FC)	BEAUTYREST				PEND	26,271
BRUNEI (FC)	HIDE-A-BED	22223	3-Jun-96		R	26,270
BRUNEI (FC)	SIMMONS	22228			R	26,272
			3-Jun-96	20	R	
BULGARIA (FC)	"S" & GLOBE	31920	29-Oct-97			37262
BULGARIA (FC)	BEAUTYREST	31795	29-Oct-97	20	R -	37263
Bulgaria (FC)	SIMMONS	31794	29-Oct-97	20	R	37261
Cambodia	BACKCARE	7 <del>66</del> 5	14-Nov-96	20	R	4832
CAMBODIA	BEAUTYREST	7 <del>6</del> 61	14-Nov-96	20	R	4829
CAMBODIA	DR. HARD			20	PEND	
ÇAMBODIA	HIDE-A-BED	7663	14-Nov-96	20	R	4830
CAMBODIA	MAXIPĘDIÇ			20	PEND	
CAMBODIA	S AND GLOBE	7664	14-Nov-96	20	R	4833
CAMBODIA	S AND HOUSE	7660	14-Nov-96	20	R	4834
ÇAMBQDIA	SIMMONS	7662	14-Nov-96	20	R	4831
CHILE	BACKCARE			20	PEND	
CHILE	BEAUTYREST	385,111	18-Dec-81	20	R	192,166
CHILE	BEAUTYREST	454541	08-Oct-85	24	R	
CHILE	S AND GLOBE	404041	55 55. 55	20	PEND	
CHILE	S AND HOUSE	007.000		20	R	
	SIMMONS	397,323	AA C 40		R	
CHILE		365.207	09-Sep-40	20		07004445
COLOMBIA (FC)	BACKÇARE	200171	14-Aug-97	20	R	97004145
COLOMBIA (FC)	BEAUTY SLEEP	143935	23-Dec-93	20	R	362227
COLOMBIA (FC)	SEAUTYREST	143932	23-Dec-93	20	R	362228
COLOMBIA (FC)	MAXIPEDIC	143931	23-Dec-93	20	R -	362229
COLOMBIA (FC)	POCKETED COIL	201.412	23-Sep-9 <b>7</b>	20	R	97.012.542
COLOMBIA (FC)	S AND GLOBE	200434	27-Aug-97	20	R	97004143
COLOMBIA (FC)	S AND GLOBE	200181	14-Aug-97	24	R	97004144

COLOMBIA (FC)	S AND HOUSE	143803	23-Dec-93	20	R	200 500
COLOMBIA (FC) COLOMBIA (FC)	SIMMONS	164556	10-Aug-94	20	R R	362.52 <del>9</del>
COSTA RICA	SIMMONS COMPANY S AND HOUSE	258 81313	19-Feb-73 16-Nov-92	20	R	
COSTA RICA	SIMMONS	81324	16-Nov-92	20	R	
CROATIA (EX-YUGO) FC	BEAUTYREST	Z970182A	10-Nov-92 10-Feb-97	20	R	970182A
CROATIA (EX-YUGO) FC	S & GLOSE DESIGN	Ž970180A	10-Feb-97	20	R	970180A
,				20	₽.	970181A
CROATIA (EX-YUGO) FC	SIMMONS	Z970181A	10-Feb-97	6,20,10	R	5101017
CZECH REPUBLIC CZECH REPUBLIC	S AND HOUSE	172,369	15-Apr-93	6, 10, 20	Ř	
	S AND HOUSE BEAUTYREST	182,933	20-Feb-95	20	R	
DENMARK DENMARK		5100/1992	12-Jun-92	20	R	
DENMARK	S AND HOUSE SIMMONS	2966/1973	05-Oct-73	20	• • • • • • • • • • • • • • • • • • • •	
				36 LOC.	PEND	
DOMINICAN REP (FC)	5 ZONES F/YOUR BONES			36 LOC.	PEND	
DOMINICAN REP (FC)	B/REST CRESCENDO				PEND	
DOMINICAN REP (FC) DOMINICAN REP (FC)	B/REST POCKETED COIL BACKCARE			36 LÓC. 20	PEND	
DOMINICAN REP (FC)	BEAUTYREST	41,875	30-Jan-87	38 LOC.	Ŕ	
DOMINICAN REP (FC)	BTR SLP THRU SCIENCE				PENĎ	
DÓMINIÇAN REP (FC)	DEEPSLEEP	41,877	30-Jan-87	36 LOC.	Ř	
DOMINICAN REP (FC)	HIDE-A-BED	41,878	30-Jan-87	36 LOC.	R	
DOMINICAN REP (FC)	MAXIPEDIC	42,046	25-Feb-87	36 LOC.	R	
DOMINICAN REP (FC)	S AND GLOBE DESIGN	,.		36 LOC.	PĒNĪ	
DOMINICAN REP (FC)	S AND HOUSE DESIGN	20,668	30-May-72	36 LOC.	R	•
DOMINICAN REP (FC)	SIMMONS	41,876	30-Jan-87	36 LCC.	R	
ECUADOR	BEAUTYREST	2813-95	18-May-76		R	
ECUADOR	S AND HOUSE DESIGN	72 <del>9</del>	02-May-72		R	
ECUADOR (FC)	SIMMONS	2305	14-Nov-96	20	R	55949
EGYPT (UAR)	BEAUTYREST	61951	08-Feb-83	20	R	61951
				20	R	01001
EGYPT (UAR)	HIDE-A-BED	61952	08-Feb-83	20	R	61953
EGYPT (UAR)	SIMMONS	61953	08-Feb-83	20	R	
EL SALVADOR	BACKCARE	16 Book 120	20-Oct-00			E848-97
EL SALVADOR	BEAUTY SLEEP	2018.32	18-Jul-96	20, 24	R -	218892
EL SALVADOR	BEAUTYREST	200B.32	18-Jul-96	20	R	2186/92
EL SALVADOR	BEAUTYREST			24	PEND	2186/92
EL SALVADOR	MAXIPEDIC			20, 24	PEND	2184/92
EL ŞALVADOR	S AND GLOBE DESIGN	248 Book 67	27-Jan-98	24	R	
EL SALVADOR	S AND HOUSE DESIGN	230 BOOK 22	01-Jul-94	20	₽. _	3112/92
EL SALVADOR	SIMMONS	231	07-Jun-94	20, 24	R	2143/92
ELSALVADOR (FC)	S AND GLOBE DESIGN	230 BOOK 66	16-Jan-98	20	R	
FINLANÓ	S AND HOUSE DESIGN	647 <del>6</del> 3	30-Dec-85	20	R	
FINLAND	SIMMONS BEAUTYREST	118400	12-Apr-92		R -	
FRANCE	BEAUTYREST	1.655.183	15-Feb-71	6.20.24	R	
FRANCE	CONFOPEDIC	1294186	07-Nov-84	20	R -	
FRANCE	CONTOUR-FLEX	1,309,105	31-Oct-85	6,20	R	743,372
FRANCE	DORSOPEDIC	1.281.624	07-Aug-84	20	Ŕ	
FRANCE	DORSOTONIC	1295479	10-Jan-85	20	R	
FRANCE	QUIETUDE					
FRANCE	S AND HOUSE DESIGN	1,200,707	06-Apr-72	6,20,22	R	
FRANCE	SIMFLEX	1383877	28-Dec-62	6, 20	Ŕ	528409
FRANÇE	SIMMONS	1,686,912	24-Feb-56	6,20,24	Ŕ	
FRANCE	SUR LE SOMMEIL	1.281.623	18-Jan-85	20	R	
GERMANY	BEAUTYREŞT	702255/20	16-Feb-56	24	R	
GERMANY	HIDE-A-BED	822,376	22-Apr-65	20	R	
GERMANY	HOUSE OF SIMMONS	1,092,423	12-Mar-85	20	R	
GERMANY	S AND HOUSE DESIGN	903 726	24-Mar-82	20	R	
GERMANY (FC)	SIMMONS	1,084,209	12-Nov-85	20	R	
GREECE	BEAUTYREST	25,950	28-Aug-70	20	R	
GREECE	S AND HOUSE DESIGN	48.179	27-Mar-82	20	R	
GREECE	SIMMONS	25.949	23-Aug-70	20	R	
GREECE	SIMMONS COMPANY	13.441	05-May-21		R	

GUATEMALA	BEAUTYREST	11771	09-Jui-49	20	R	
GUATEMALA	SIMMONS	11,775	04-Dec-59	20	R -	
GUATEMALA (FC)	S AND HOUSE DESIGN	36828	08=Nov-78	20	R	
GUYANA	BEAUTYREST			20	NEW APP.	
GUYANA	SIMMONS			20	NEW APP.	
HÓNDURA\$	*\$ & HOUSE DESIGN"	53,524	07-Mar-91	20	R R	
HONDURAS	"S & HOUSE-DESIGNE	53,448	25-Feb-91	10	R	
HONDURAS	BEAUTYREST	52,584	04-Jul-90		R	
HONDURAS	SIMMONS	52,591	04-Jul-90	20		444407
HONG KONG (FC)	"S" & GLOBE DESIGN			20	PEND PEND	4141/97
HONG KONG (FC)	THE DO NOT DIST, MATT			20	R	8817-99
HONG KONG (FC)	5 ZONES FOR YOUR BONES	B2704/2001	09•Jul-99	20	PEND .	8816-99 8818-99
HONG KONG (FC)	8 8 T 6 (rejected)		D4 1: 07	20 20	R	8535/97
HONG KONG (FC)	BAÇKÇARÊ BENKR/DEST	B5286/2000	21-Jun-97	20	Ŕ	0000101
HONG KONG (FC)	BEAUTYREST	717/1983	04-Dec-81	20	PEND	6679-97
HONG KONG (FC)	DEEP SLEEP (IN CHINESE) SIMMONS (IN CHINESE)	1750/81	17-Nov-80	20	R	2964
HONG KONG (FC)	SIMMONS& S & HOUSE	B1440/1976	31-Jul-96	20	 R	<b>2</b> 40-4
HONG KONG (FC)	S & GLOBE DESIGN	B1440/1876	21-003-20	20	PENIO	M9700414
HUNGARY		400 700	00 4 00	20	R	W13700414
HUNGARY (FC)	BEAUTYREST	133,782	06-Apr-93	20	R	
HUNGARY (FC)	HIDE-A-BED	133,780	06-Apr-93	20	Ŕ	
HUNGARY (FC)	S & HOUSE DESIGN	133,779	06-Apr-93		R	
HUNGARY (FC)	SIMMONS	133,781	06-Apr-93	20		
ICELAND	BEAUTYREST	1049/1991	31-Oct-91	20	R	
INDIA	BEAUTYREST			20	PEND	
INDIA	S AND GLOBE DESIGN			20	PEND	
INDIA	S AND HOUSE DESIGN	279293B	03-Apr-72	50	R	
INDIA	SIMMONS			20	PEND	374081
INDIA	SIMMONS			20	PEND	892408
INDONESIA (FC)	BACKCARE			20	PEND	DGR24036
INDÓNESIA (FC)	BEAUTYREST			20	PEND R	
INDONESIA (FC)	S & HOUSE DESIGN	D9R24035	18-Dec-95	20 20	R	
INDONESIA (FC)	Ş AND GLOBE DESIGN	441020	9 <del>-Jul-98</del>	20	PEND	
INDONESIA (FC) , IRAN	SIMMONS S AND HOUSE DESIGN	ntent	09 Ame 99	20	R	
ISRAEL	BEAUTYREST	37605 67.483	08-Apr-82 31-Mar-92	20	R	
ISRAEL	S AND HOUSE DESIGN	67,463 35,343	31-Mar-92 31-Mar-72	20	 R	
ISRAEL	SIMMONS	35,243	31-Mar-92	20	R	
ITALY	HIDE-A-BED	67,482 379.570	19-Nov-85	20	R	35470C79
	BEAUTYREST	660479	11-jun-53	20	R	253953
MALY (FC)	S AND HOUSE DESIGN	643339	21-Jun-74	20	R.	200000
ITALY (FC) ITALY (FC)	SIMMONS	713627	16-Jun-97	20	R.	RM95C/001704
	SLUMBER KING	379.571	19-Nov-85	20	R	3547C/79
ITALY (FC) ITALY (FC)	QUIETUDE	315.071	13-1407-05	20	PEND	**··*··
ITALY (FC)	S & GLOBE DESIGN			20	PEND	RM97C/005631
	S & GLOBE DESIGN			24	PEND	(1),14 / 4/4- 1
ITALY (FC)	BEAUTYREST	835,190	25-Nov-98	20	R	20326
JAMAICA (FC) <del>JAMAICA (FC)</del>	SIMMONS	835,180	25-1404-96	20	PEND	20327
JAPAN	5 ZONES FOR Y/BONES			20	R	
MAPAL	BEAUTYREST	C00011	25-Apr-63	9	R	
JAPAN	BEAUTYREST	609811 2099522	29-Apr-03 19-Dec-88	20	R	61082148
		2099522	12-Dec-99	20	PEND	01002140
JAPAN LAPAN	8575 DEEPSLEEP	2000522	40 D-+ 00	20	R	61082149
JAPAN IAPAN	DR. HARD.com (in Kat)	2099523	19-De¢-88	20-24	PEND	0 1001 146
JAPAN (ÉĆ)	· · · · · · · · · · · · · · · · · · ·	797914		20	R	
JAPAN (FC)	B/REST (KATAKANA)	727211 4204585	02-San-00	20,24	R	
JAPAN (FC)	B/REST (KATAKANA)	4291585 2000525	02-Sep-99 19-Dec-88	9	R	61-082152
Japan (FC) Japan (FC)	BACK CARE	2098525	19-Dec-68 24-Jun-88	17	R	61082151
JAPAN (FC)	BAÇKÇARE BAÇKÇARE	2055406 2099524	∠4•⊋un•oo 19-Deç-88	20	R	61082150
~ <del> </del>	The second second	ZV90JZ#	12-24-00			

JAPAN (FC)	BACKCARE (KAYAKANA)	4291586	09-5ер-99	20,24	R	10-43386
JAPAN (FC)	BEAUTYREST	1749444	27-Feb-85	17	R	
JAPAN (FC)	CUSTOM SIMMONS	4274508	03-Jun-99	20	R	9-126431
JAPAN (FC)	QEEPSLEEP	607048	18-Aug-63	9	Ř	6788553
<del>JAPAN (FC)</del>	QEEPSLEEP (KATAKANA)	4297179	16-Sep-99	20	Ř	5788553
JAPAN (FC)	GRACE SIMMONS &	4274509	21-May-99	20	R	
JAPAN (FC)	HIDE-A-BED	702448	25-Mar-66	20	R	8-742175
JAPAN (FC)	HIDE-A-BED (KAT)	762695	24-Nov-67	20	R	62216708
JAPAN (FG)	LADY SIMMONS (KAT)(Old)	1842060	28-Aug-95	20	R	7-742176
JAPAN (FC)	LADY SIMMONS (New)			20	PEND	
JAPAN (FG)	LADY SIMMONS (Qid)	1507938	30-Apr-82	20	R	
JAPAN (FC)	LADY SIMMONS/Kat (New)	4450126	02-Feb-01	20	R	
JAPAN (FC)	MAXIPEDIC (ENG & KAT)	4271966	14-May-99	20	R	10-794
JAPAN (FC)	MY HEALTH	1661955	23-Feb-84	20	R	035549
JAPAN (FĆ)	S (BLACK) AND HOUSE	1293298	15-Aug-77	17	R	
JAPAN (FC)	S (BLACK) AND HOUSE	1998490	20-Nov-87	20	R	60-74760
JAPAN (FC)	S (WHITE) AND HOUSE	1261884	08-Apr-77	17	R	
JAPAN (FC)	S (WHITE) AND HOUSE	1998489	20-Nov-87	20	R	74759/85
JAPAN (FC)	S AND GLOBE DESIGN	1000-100	20 1101 07	20	PEND	9-14861
JAPAN (FC)	S AND GLOBE DESIGN			24	PEND	9-14862
DAG ARE (I C)	3 AND GLOBE DESIGN			24	FLIAD	3-14007
<del>JAPAN-(</del> FC)	SIMMQNS	791538	28-Jun-79	17	R	
JAPAN (FG)	SIMMONS	791700	27-Aug-88	20	R	
JAPAN (FÇ)	SIMMONS AMERICA	2283184	30-Nov-90	17	R	58035544/83
JAPAN (FC)	SIMMONS KATAKANA	608347	08-Apr-63	20	Ŕ	
JAPAN (FÇ)	SIMMONS KATAKANA	4291432	02-Sep-99	20/24	R	
JAPAN (FC)	SIMMONS.com (Kat)			20-24	PEND	
JAPAN (FC)	SIMMONS-OVAL	2283185	30-Nov-90	17	R	
JAPAN (FC)	SIMMONS-OVAL LOGO	1862318	30-May-86	20	R	7-742177
JAPAN (FG)	THE DO NOT DIST, MATT			20	Dropped	
KOREA	MARKS ASS'D TO SAL-10/89	•			PEND	
KUWAIT	9ACKCARE			20	PEND	
KUWAIT	BEAUTYREST			20	PEND	
KUWAIT	S AND GLOBE DESIGN			20	PEND	
KUWAIT	SIMMONS			20	PEND	
LÉBANON	S AND HOUSE DESIGN	26305/50259	18-Apr-72		R	
LEBANON	SIMMONS	44108	31-May-53	20	R	
LESOTHO (FC)	BEAUTYREST LABEL	LS/M/92/00751	20-Oct-92	20	R	92/00751
LESOTHO (FC)	5 & DEVICE	LS/M/92/00754	20-Oct-92	20	R	92/00754
LESOTHO (FC)	SIMMONS	LS/M/92/00755	20-Oct-92	20	R	92/00755
LIBYA	BEAUTYREST			20	PEND	
LIBYA	HIDE-A-BED			20	PEND	
LIBYA	SIMMONS			20	PEND	
MACAO MACAO	BEAUTYREST S DESIGN	7763M	04-Feb-92	40	R	
MACAO	S DESIGN	7722-M	23-Apr-92	10	R	
MACAO	S DESIGN	7747-M	04-Feb-92	12	Ř	
MACAQ	S DESIGN	7746-M	04-Feb-92	20	Ř	
MACEDONIA (EX-	SIMMONS	7744-M	04-Feb-92	20	R	
100000+41444	BEAUTYREST	7522	26/1/2001	20	R	Z-80/97
MACEDONIA (EX-	S & GLOSE DESIGN	7416	09-Oct-00	20	R	970079
MACEDONIA (EX- MALAYSIA	SIMMONS 5 ZONES BOD VIRONES	7415	04-Oct-00	20	R	970081
MALAYSIA	5 ZONES FOR Y/ SONES	,		20 20	PEND	99/06238
MALAYSIA	BACKÇARÊ BEALITYSLEEP	146/450PM-	40 A 07	20	PENO P	MAJS-nocio4
MALAYSIA MALAYSIA	BEAUTY SLEEP BEAUTYREST	MA/\$298/94 MA/5600/85	13-Aug-97 26-Dec-85	30 30	R Ř	MA/8296/94 MA/5600/85
MALAYSIA		NEW SERVICES	70-PCC-00	44	r.	COVIDOR PAIN
	es Ys			20	PEND	99/08239
MALAYSIA	BS TS S AND GLOBE DESIGN			20 20, 24	PEND PEND	99/06239
	S AND GLOBE DESIGN	MA/5599/85	26-Dec-85	20. 24	PEND	
MALAYSIA		MA/5599/85 MA/5598/85	28-Dec-85 26-Dec-85			99/06239 MA/5599/85 MA/5598/85

NO.821

MALAYSIA	SIMMONS (IN CHINESE)	86/B00316	23-Jan-86	20	Ř	MA31686
MALAYSIA	THE DO NOT DIST. MATT			20	PĒNŌ	99/06237
MEXICO	"S" & CROWN	490096	29-Sep-94	20	PEND	287547
MĒXICO	"5" & GLOBE				PENO	
MÉXICO	BEAUTYREST	<del>275,474</del>	<del>30 Jan 81</del>	<del>32</del>	A	179558
MEXICO	BEAUTYREST (Reappiled)			50	PEND	
MEXICO	CONFOREST	383.212	<del>18 Cos 95</del>	32 LOC.	R	3557
MEXIÇO	CONFOREST			20	PEND	3557
MEXICO	CONTOUR-FLEX	351528	30-Sep-94	32 LOC.	R	42156
MEXICO	HIDE-A-SED		· 26-Apr-86	32 LOC.	Ř R	
MEXICO MEXICO	MAXIPEDIÇ 'S'	524823 93715	16-May-84 22 Apr 58	32 LOC. 32 LOC.	R	
MEXICO	'S'			20	PEND	
	•	F.4.0000		20	R	
MEXICO	S AND GLOBE DESIGN	546998				
MEXICO	S AND HOUSE DESIGN	520391	30-Sep-94	32 LOC.	R	
MEXICO	SIMMONS	483 <del>56</del> 7	06-Jan-28	32 LOC.	R	
MEXIÇO	SLUMBER KING	<del>272,952</del>	<del>20606</del>	32 LOC.	R	
MEXICO	SLUMBER KING (Reapplied)			20	PENO	
MONTÉNEGRO	BEAUTYREST				PĘND	Z-276/97
MONTENEGRO	\$ & GLOBE DESIGN				PEND	Z-274/97
MONTENEGRO	SIMMONS				PEND	Z-275/97
MOROCCO (FC)	BEAUTYREST			20	PEND	
MOROCCO (FC)	HIDE-A-BED			20	PEND	
MOROCCO (FC)	SIMMONS			20	PEND	
MYANMAR ( BURMA) - (FC)	BACKCARE	2150/1997	30-Apr-97	20	R	
MYANMAR (BURMA) - (FC)	BEAUTYREST	2147/1997	30-Apr-97	20	R	
MYANMAR (BURMA) - (FC)	HIDE-A-BED	2148/1997	30-Apr-97	20	R	
MYANMAR (BURMA) - (FC)	S & HOUSE DESIGN	2152/1997	30-Apr-97	20	R	
MYANMAR (BURMA) - (FC)	S AND GLOBE DESIGN	2151/1997	30-Apr-97	20	R	
MYANMAR (BURMA) - (FC)	SIMMONS	2149/1997	30-Apr-97	20		
111111111111111111111111111111111111111		Z 1447 1307	SACON-3	20	R	
NAMIBIA	BACKCARE	2140/1907	30-Chr.31	20	PEND	96/0172
		92/0686	24-Jun-96			96/0172 92/0686
NAMBIA AIBIMAN AIBIMAN	BACKCARE BEAUTYREST LABEL POCKETED COIL	92/0686	·	20 20 20	PEND R PEND	92/0686 98/0410
AIBIMAN AIBIMAN AIBIMAN AIBIMAN	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE		·	20 20 20 20	PEND R PEND R	92/0686 98/0410 92/0687
Namibia Namibia Namibia Namibia	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20	PEND R PEND R PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS	92/0686	24-Jun- <del>96</del>	20 20 20 20 20 20 20	PEND R PEND R PEND R	92/0686 98/0410 92/0687
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20	PEND R PEND R PEND R PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20 20	PEND R PEND R PEND R PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS BACKCARE	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20	PEND R PEND R PEND R PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20 20	PEND R PEND R PEND R PEND PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20 20 20 20	PEND R PEND R PEND R PEND PEND PEND PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL S & DÉVICE S & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN	92/0686 92/0687	24-Jun-9 <del>6</del> 17-Jul-96	20 20 20 20 20 20 20 20 20 20 20 20	PEND R PEND R PEND PEND PEND PEND PEND PEND PEND R	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP	92/0686 92/0687 92/0688 A5653R A5654R	24-Jun-96 17-Jul-96 25-Jun-96 16-Sep-75 16-Sep-75	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND R PEND PEND PEND PEND PEND PEND PEND PEND PEND PEND PEND	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED	92/0686 92/0687 92/0688 A5653R A5654R A5655R	24-Jun-96 17-Jul-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND R PER PEND PEND PEND PEND PEND PEND PEND PEND	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS	92/0686 92/0687 92/0688 A5653R A5654R A5655R A 5658 R	24-Jun-96 17-Jul-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND RND PEND DDD PEND DDD PEND DD PEND DD PEND RR RR RR RR	92/0686 98/0410 92/0687 92/0173
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R 630436	24-Jun-96 17-Jul-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND R PER PEND PEND PEND PEND PEND PEND PEND PEND	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC	92/0686 92/0687 92/0688 A5653R A5654R A5655R A 5658 R	24-Jun-96 17-Jul-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERD RENDERED PERD PERD PERD PERD PERD PERD PERD	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP	92/0686 92/0688 92/0688 A5653R A5654R A5654R A 5658 R B30436 B102,056 630435	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERD PEND DO PERRERRE	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND NEW ZEALAND NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5655 R B30436 B102,056 630435 B100114	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERD PEND DD PERRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR S AND HOUSE DESIGN	92/0686 92/0688 92/0688 A5653R A5654R A5654R A 5658 R B30436 B102,056 630435	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERD PEND DO DO PERRERRA	92/0686 98/0410 92/0687 92/0173 92/0688
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE S & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED S AND GLOBE DESIGN S AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR S AND HOUSE DESIGN BEAUTYREST POCKETED COIL	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5655 R B30436 B102,056 630435 B100114	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERNO PODO DO PERRERE A PENERRE A PE	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DÉVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED \$ IMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL POCKETED COIL	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R B30436 B102,056 630435 B100114 47,800	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PERNO PODO DO RERRERE	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DÉVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED \$ IMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN	92/0686 92/0688 92/0688 A5653R A5654R A5654R A5655R A 5658 R B30436 B102,056 630435 B100114 47,800	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72	20 20 20 20 20 20 20 20 20 20 20 20 20 2	DER DE SONO DO CERRERE E SONO	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL POCKETED COIL \$ AND GLOBE DESIGN	92/0686 92/0688 92/0688 A5653R A5654R A5654R A 5658 R 830436 8102,056 630435 B100114 47,800 273358 B220372	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49	20 20 20 20 20 20 20 20 20 20 20 20 20 2	DER DE SONO DO DO RERERE E SONO DO PERSONA DE SONO DO PERSONA RERERE E SONO DE SONO RESERVA E SONO DE SONO RESERVA E SONO DE SONO RESERVA E SONO DE SO	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTYREST	92/0686 92/0688 92/0688 A5653R A5654R A5654R A 5658 R 830436 8102,056 630435 B102,056 630435 B100114 47,800 273358 B220372 272497	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D R D R D D D D D D R R R R R R R R R R	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT OIST, MATT BEAUTY SLEEP	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5655R A 5655R A 5655R B102,056 630435 B102,056 630435 B100114 47,800 273358 B220372 272497 23759 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D C P R D D D D D D D R R R R R R R R R R R	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT OIST, MATT BEAUTY SLEEP BEAUTYREST	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R 830436 B102,056 630435 B100114 47,800 273358 B220372 272497 23759 C.C. 23,653 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93 04-Aug-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D R P P P P P P P P P P P P P P P P P P	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT OIST, MATT BEAUTY SLEEP BEAUTYREST MAXIPEDIC	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R 830436 B102,058 630435 B100114 47,800 273358 B220372 272497 23759 C.C. 23,637 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93 04-Aug-93 02-Aug-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D R P R P P P P P P P P P P P P P P P P	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT OIST, MATT BEAUTY SLEEP BEAUTYREST MAXIPEDIC \$ AND HOUSE DESIGN	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R 830436 B102,058 630435 B100114 47,800 273358 B220372 272497 23759 C.C. 23,637 C.C. 24,131 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93 04-Aug-93 02-Aug-93 10-Oct-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D P P P P P P P P P P P P P P P P P P P	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT DIST. MATT BEAUTY SLEEP BEAUTYREST MAXIPEDIC \$ AND HOUSE DESIGN SIMMONS THE DO NOT DIST. MATT BEAUTY SLEEP BEAUTYREST MAXIPEDIC \$ AND HOUSE DESIGN SIMMONS SIMMONS (LABEL)	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5655 R 830436 B102,056 630435 B100114 47,800 273358 B220372 272497 23759 C.C. 23,637 C.C. 24,131 C.C. 23,763 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93 04-Aug-93 02-Aug-93 10-Oct-93 24-Aug-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D P P P P P P P P P P P P P P P P P P P	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372
NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NAMIBIA NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEPAL (FC) NEW GUINEA NEW GUINEA NEW GUINEA NEW ZEALAND (FC)	BACKCARE BEAUTYREST LABEL POCKETED COIL \$ & DEVICE \$ & GLOBE SIMMONS BACKCARE BEAUTYREST HIDE-A-BED \$ AND GLOBE DESIGN \$ AND HOUSE DESIGN SIMMONS BEAUTYREST DEEPSLEEP HIDE-A-BED SIMMONS AIRPEDIC BEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS HEAUTY SLEEP CONNOISSEUR \$ AND HOUSE DESIGN BEAUTYREST POCKETED COIL \$ AND GLOBE DESIGN SIMMONS THE DO NOT OIST, MATT BEAUTY SLEEP BEAUTYREST MAXIPEDIC \$ AND HOUSE DESIGN	92/0686 92/0688 92/0688 A5653R A5654R A5655R A 5658 R 830436 B102,058 630435 B100114 47,800 273358 B220372 272497 23759 C.C. 23,637 C.C. 24,131 C.C.	24-Jun-96 17-Jul-96 25-Jun-96 25-Jun-96 16-Sep-75 16-Sep-75 16-Sep-75 16-Sep-75 12-Jul-01 02-Oct-70 12-Jul-01 30-Mar-72 13-May-49 09-Dec-98 02-Sep-97 24-Aug-93 04-Aug-93 02-Aug-93 10-Oct-93	20 20 20 20 20 20 20 20 20 20 20 20 20 2	D P P P P P P P P P P P P P P P P P P P	92/0686 98/0410 92/0687 92/0173 92/0688 A165,802 272496 272495 273358 220372

NO.821

NIGERIA	SIMMONS	13,513	13-Jui-62	41 LOC.	R	
NORWAY	S AND HOUSE DESIGN	86.789	11-Jan-73	20	R	
NORWAY	SIMMONS BEAUTYREST	149.606	12-Mar-92	20	R	
OMAN	BACKCARE			20	PEND	
OMAN	BEAUTYREST			20	PEND	
OMAN	S AND GLÖBE DESIGN			20	PEND	
OMAN	SIMMONS			20	PEND	
PAKISTAN	S AND HOUSE DESIGN	57,142	17-Apr-72	20	Ř	
PAKIŞTAN (FC)	BACKCARE			20	PEND	13 <del>5</del> 782
PAKISTAN (FC)	<b>SÉAUTYREST</b>			50	PĘND	135783
PAKISTAN (FC)	HIDE-A-BED			20	PENO	135785
PAKISTAN (FC)	\$ & GLOBE DESIGN			20	₽ËND	135784
PAKISTAN (FC)	SIMMONS			20	PEND	135784
PANAMA	BACKCARE			20	PÉND	087020
PANAMA -	BEAUTYREST	7353	19-Mar-62	27	R	
PANAMA	DEEPSLEEP	7354	19-Mar-62	20	R	
PANAMA	HIDE-A-BED	24315	14-Jun-63	50	R	
PANAMA	S AND GLOBE DESIGN			20	PEND	087018
PANAMA	S AND GLOBE DESIGN			24	PEND	087019
PANAMA	SIMMONS	8313	19-Aug-64	20	R	
PANAMA	SIMMONS	8313			R	
PERU	BACKCARE			20	PEND	
PERU	BEAUTYREST	17003	30-Dec-83	20	R	69062
PERU	MAXIPEDIC	36420	10-Jun-97	20	R	034327
PERU	S AND GLOBE DESIGN			20/24	PEND	
PERU	S AND HOUSE DESIGN	96374	24-Mar-92	20	R	
PERU	SIMMONS	97288	20-May-92	20	R	
PHILIPPINES	BACKCARE			20	PEND	
PHILIPPINES	BEAUTY SLEEP			20	PEND	
PHILIPPINES	BEAUTYREŞT			20	PEND	
PHILIPPINES	S & GLOBE DESIGN			20,24	PEND	35916
PHILIPPINES	S & HOUSE DESIGN			20	PEND	
PHILIPPINES	SIMMONS			20	PEND	
POLAND	"S" & GLOBE DESIGN			20	PEND	Z-168481
POLAND	BEAUTYREST	74678	21-Dec-93		R	Z-100251
POLAND	HIDE-A-BED	74676	21-Dec-93		R	Z-100243
POLAND	S & HOUSE DESIGN	74192	04-Oct-93		R	
POLAND	SIMMONS	74677	21-Dec-93		R	Z-100249
PORTUGAL	BEAUTYREST	135.821	24-Nov-56	20	R	
PORTUĢAL PORTUĢAL	'S' DEVICE	196038	01-Jul-85		Ŕ	
PORTUGAL	SIMMONS	196039 135,820	01-Jul-85 24-Nov-56	20	Ŕ	
PRC	BEAUTYREST	384259	21-Jun-88	20	R	
PRC	<b>BEAUTYREST</b>	346798	21-Jun-88	24	R	
PRÇ	DEEPSLEEP	346800		57	R	
PRC	KANG JIANG (IN CHINESE)	562466		20	R	
PRC	S ŁOGO	562493		20	R	
PRC	SLOGO	346796	30-Apr-89	57	R	
PRC	S LOGO	346249	30-Apr-89	58	R	
PRC PRC	SIMMONS & DEVICE SIMMONS & DEVICE	585088	29-Öct-88	20	R	
PRC	XI MEN SHI (IN CHINESE)	346799 362453	21-Jun-88	57 58	R R	
PRC	XI MEN SHI (IN CHINESE)	562358		24	R	
PRC	XI MEN SHI (IN CHINESE)	566832		20	R	
PRC	BEAUTYREST	346798	30-Apr-89	<b>5</b> 7	R	8820134
PRČ	DEEPSLEEP	346800	30-Apr-89	57	R	8820130
PRC	DR. HARD	346500	30-Apr-89	20	R	8820131
PRÇ	S LOGO	346796	30-Apr-89	24	R	8820132
PRC	S LOGO	347249	30-Apr-89	58	Ř	8820133
PRC			30-Apr-89	20 20	R	8820136
PRC	SIMMONS (STYLIZED)	384258 346700	-	20	к 8	8820136
. 110	SIMMONS (STYLIZED)	346799	30-Apr-89	24	×	0020130

PRC PRC (FC)	CHINESE BACKCARE	362453 1200363	30-Apr-89 21-AUG-98	58 20	R R	8339311 970065899
PRC (FC)	Ş AND GLÓBE DEŞIĞN	1350355	07-Jan-00	50	Ř	9800087796
PRC (FC)	S AND GLOBE DESIGN	1343204	14-Dec-99	20	R	9800087797
PRC (FC)	SIMMONS & S /CHINESE			30	p	970087591
PRC (FC)	SIMMONS & 5 /CHINESE			24	P	970087592
PUERTO RICO	BEAUTYREST	3,872	14-Jun-35	20	R	
PUERTO RICO	HOTEL-BILT	10,657	14-Oct-58	32 LOC.	R	
PUERTO RICO	MAXIPEDIC	28,086	05-Aug-88		R	28,086
PUÉRTÓ RICO	PLATFORM-MATE	32,465	19-Feb-93	20	Ř	
PUERTO RICO	S AND HOUSE DESIGN	17,729	21-Aug-72	32 LOC.	R	
PUERTO RICO	SIMMONS	8182	28-Dec-51	32 LÓC.	R	
PUERTO RICO (FC)	BACKCARE	40,000	11-Mar-97	20	R	40000
ROMANIA (FC)	BEAUTYREST	27876	11-Feb-97	20	R	042564
ROMANIA (FC)	S & GLOBE DESIGN				PEND	042563
RUSSIA (FC) RUSSIA (FC)	BEAUTYREST BEAUTYREST (STYLIZED)	129455 106403	29-Dec-93 24-Jul-92	20 6,20	R R	93056990 139770
RUSSIA (FC)	HIDE-A-BED	106404	24-Jul-92	6,20	R	139771
RUSSIA (FC)	HIDE-A-BEO	130584	15-Aug-95	20	R	93056991
RUSSIA (FC)	S & GLOBE DESIGN		<b></b>	20	PEND	97701948
RUSSIA (FC)	S & HOUSE DESIGN	104618	11-May-92	20	B	
RUSSIA (FC)	SIMMONS (SCRIPT)	111846	09-Jun-93	6,20	R	139769
RUSSIAN FED (FC)	BACKCARE	111040	02-30(6-25	20, 24	PEND	97715430
	MAXIPEDIC			20, 24	PEND	97715429
RUSSIAN FED (FC)			45 0 4 65		R	
RUŞSIAN FED (FC) RUSSIAN FED (FC)	POCKETED COIL (ENGLISH) POCKETED COIL (RUSSIAN)		15-Oct-97 15-Oct-97	20, 24 20, 24	r R	97715431 97715432
RUSSIAN FED (FC)	POSTUREPEDIC	977 19402	12-06(-2)	20, 24	PEND	97715428
SAUDI ARABIA	BACKÇARE			20	PEND	57710420
SAUDI ARABIA	BEAUTYREST			20	PEND	
SAUDI ARABIA	Š AND GLÖBE DESIĞN			20	PEND	
SAUDI ARABIA	SIMMONS			20	PEND	
SERBIA (YUGOSLAVIA)	BEAUTYREST	43121	13-Sep-99	20	Registered	Z-276/97
SERBIA (YUGOSLAVIA)	S & GLOBE DESIGN				PEND	
SERBIA (YUGOSLAVIA)	SIMMONS		•		PEND	
ŞINGAPORE	HIDE-A-BED	75862	24-May-78	20	R	75,862
SINGAPORE	SIMMONS (IN CHINESE)	B1002/81		20	R	1002/81
SINGAPORE (FC)	"S" & GLOBE DESIGN			20	PEND	
SINGAPORE (FC)	BEAUTY SLEEP			20	SEND	7221/94
SINGAPORE (FC)	Better Sleep Through Science			20	PEND	
SINGAPORE (FC)	Five Zones for Your Bones			20	PEND	
SINGAPORE (FC)	THE DO NOT DIST.MATT			20	PĒND	
SINGAPORE (FC)	BEAUTYREST	S/75632	05-May-78	20	R	
SINGAPORE (FC)	S AND HOUSE DESIGN	S/B75994	20-Aug-88	20	R	
5INGAPORE (FC)	SIMMONS	S/B75993	05-Jun-78	20	R	
SLOVAKIA (FC)	5 & HOUSE DESIGN	184 584	12-Mar-99	20	R	
SLOVAKIA (FC)	S & HOUSE DESIGN	175418				
SLOVENIA (EX-YUGOSLA)	BEAUTYREST			20	PEND	Z9770168
SLOVENIA (EX-YUGOSLA)	S & GLOBE DESIGN			20	PEND	Z9770169
SLOVENIA (EX-YUGOSLA)	SIMMONS			20	PEND	Z97701 <del>6</del> 7
SOUTH AFRICA	BACKCARE			20	PEND	96/1420
SOUTH AFRICA	BEAUTYREST (SCRIPT)	259/42	30-Mar-42	20	₽	
SOUTH AFRICA	BUILT SO WELL YOU NEVER	₹	•	20	PÉNÓ	
SOUTH AFRICA	Five Zones for Your Bones			20	PEND	
SOUTH AFRICA	HIDE-A-BED	1673/52	16- Jựn-52	20	R	
ŞOUTH AFRIÇA	POCKETED COIL	· · · · · · · · · · · · · · · · · · ·	<b>++</b>	30	PĒNŌ	
SOUTH AFRICA	S AND GLOBE DESIGN			20	PEND	96/1421
SOUTH AFRICA	S DEVICE	B72/1891	28-Mar-72	20	PEND	
SOUTH AFRICA	SIMMONS	892/3512	27-Apr-92	20	R	B92/3512
SOUTH AFRICA	Skeleton Man" Image			20	New app 8-14	-
SOUTH AFRICA	The Do Not Disturb Mattress			20	PEND	

					_	
- '		254,465	01-Jul-52 3-Mar-95	20 20	R R	
		1985768 260,809	3-Mai-96 11-Feb-53	47 LOC.	R	
		76,184	11-Oct-29	6,20	R	
	SIMMONS	250.916	14-Jul-53	6,20	R	
	DR. HARD	200,816	14-001-00	20	PEND	
	MAXIPEDIC			20	PEND	
				20	PEND	78839
• •	BACKÇARE			20	PEND	78836
	BEAUTYREST			20	PEND	78835
- ·	HIDE-A-BED	W4444	00.1105		R	78838
	S AND GLOBE DESIGN	78838	30-May-96	20	PEND	
	S AND HOUSE DESIGN			20	PEND	78837 78840
• •	SIMMONS			20	R	10040
SWAZILAND	BEAUTYREST LABEL	252/1992	30-Mar-42	20		
SWAZILAND	S DEVICE	#VALUE!	28-Mar-72	- 20	R	
SWEDEN	S AND HOUSE DESIGN	140,233	04-Aug-72	20	R	
SWEDEN	SIMMONS BEAUTYREST	236,060	05-Jun-92	20	R	
SWITZERLAND	BEAUTYREST	317,894	26-Mar-82	20,22	R	
SWITZERLAND	HIDE-A-BED	210029		20	R	
SWITZERLAND SWITZERLAND	S AND HOUSE DESIGN	258,053	06-Apr-72	20,22 20,22	R R	
SWITZERLAND SYRIA	SIMMONS S AND HOUSE DESIGN	317,895 9642	17-Jul-62 04-May-72	<del></del>	R	
TAIWAN	BEAUTYREST	529803	18-Jul-91	85 LÓC.	8	
TAIWAN	BEAUTYREST	77283	01-Aug-75	39 LOC.	R	
TAIWAN	BEAUTYREST (CHINESE)		-	65	PĒND	
TAWAN	BSTS			20	PEND	
TAIWAN	DEEPSLEEP	627517	16-Oct-\$2	65	R	(71)5467
TAIWAN	DEEPSLEEP	621961	16-Nov-93	85	R	
TAIWAN	DEEPSLEEP (IN CHINESE )			65	PEND	
TAWAN	Five Zones for Your Bones			20	PEND	
TAWAN	S AND HOUSE DESIGN	77832	01-Sep-75	72 LOC.	R	
TAIWAN	SIMMONS (IN CHINESE )			78 LOC.	PEND	
TAIWAN	THE DO NOT DIST MATT			20	PEND	
TAIWAN (FC)	BACKCARE			20	PÉND	
TAIWAN (FC)	BEAUTYREST	77841	01-Sep-75	73 LOC.	Ŕ	
TAIWAN (FC)	HIDE-A-BED	77838	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	S AND GLOBE DESIGN		•	20	PĒNŌ	86013239
TAIWAN (FC)	S AND HOUSE DESIGN	77840	01-Sep- <b>75</b>	73 LOC.	R	
TAIWAN (FC)	S AND HOUSE DESIGN	77739	01-Sep-75	39 LOC.	R	
TAWAN (FC)	SIMMONS	77839	01-Sep- <b>75</b>	73 LOC.	R	
TAIWAN (FC)	SIMMONS	77831	01-Sep-75	72 LOG.	R	
TAIWAN (FC)	SIMMONS	726635	1-Sep-96	24 INT	R	8400222
THAILAND	BACKCARE		. a-sp	20	PEND	
THAILAND	S AND HOUSE DESIGN			20	PEND	327224
THAILAND	S AND HOUSE DESIGN	226104-Kor.217	1	20	PEND	<del>-</del> •
THAILAND	SIMMONS	THE R. LANS CO. LEWIS CO., LANS CO.,	•	20	PEND	374081
THAILAND	SIMMONS	KOR97639	10-Nov-98	20	R	63572
THAILAND		COLOR LEGA	r A-MA-SO	20	PEND	333994
	SIMMONS - STYLIZED			20	PEND	96-320957
THAILAND (FC in process)	BEAUTYREST - (Lost - 10-				PEND	
THAILAND (FC in process)	S AND CROWN (Lost 10-96)	1		20		320988 327577
THAILAND (FC in process)	5 & HOUSE W/SIMMONS			20	PEND	327577
THALAND (FC)	S AND GLOBE DESIGN			20	PEND	327578
TRANSKEI (SOUTH AFRICA)		259/42	30-Mar-42	20	Ř	
TRANSKEI (SOUTH AFRICA)		B72/1891	28-Mar-72	20	R	DB/25 - F
TRANSKEI (SOUTH AFRICA)				20	PEND	92/0340
TRINIDAD & TOBAGO	BEAUTYREST			20	PEND	
TRINIDAD & TOBAGO	SIMMONS			20	PĒND	
TUNISIA	BEAUTYREST				PEND	
TUNISIA	HIDE-A-BEO			•	PEND	
TUNISIA	\$IMMQN\$				PEND	

ป.K.	CONTOURFLEX	Da Osa 607	40 11-1105	6	R	
U.K.	HIDABED	B1,241,627	10-May-85	20	R	
U.K. (FC)	CONTOURFLEX	866,432	03-Ju4-85	20	R	
U.K. (FC)		1497099	09-Apr-92		R	
· •	HYDABED	B961346	22-Jun-70	20		
U.K. (FC)	SIMCREST	869740		20	R -	
U.K. (FC)	SIMMONS	2009862	01-Feb-95	20, 24	R -	2009862
UKRAINE (FC)	BEAUTYREST (STYLIZED)	7051	30-Şep-96	6,20	R	T2603034
UKRAINE (FC) UKRAINE (FC)	HIDE-A-BED S & GLOBE DESIGN	6590	26-Dec-95	6,20 20	R PEND	T'2603035 96020537
UKRAINE (FC)	S & HOUSE DESIGN	6647	29-Mar-96	6,20	R	TZ603036
UKRAINE (FC)	SIMMONS (STYLIZED)	6961	28-Jun-96	6,20	R	TZ603033
UNITED ARAB EMIRATES	BACKCARE			20	PEND	
UNITED ARAB EMIRATES	BEAUTYREST			20	PEND	
UNITED ARAB EMIRATES	S AND GLOBE DESIGN			20	PEND	
UNITED ARAB EMIRATES	SIMMONS			20	PEND	
URUGUAY (FC)	BEAUTY SLEEP BY SIMMONS	275611		20	R	
URUGUAY (FC)	BEAUTYREST BY SIMMONS	275810		20	R	
URUGUAY (F¢)	MAXIPEDIC	252,791	21-Aug-92	20	R	
URUGUAY (FC)	S AND HOUSE DESIGN	271372	18-Oct-74	10	R	
URUGUAY (FÇ)	S AND HOUSE DESIGN	271371	18-Oct-74	20	R	
URUGUAY (FC)	S AND HOUSE DESIGN			24	PEND	
URUGUAY (F¢)	SIMMONS - EXPIRED IN 1988	65255	17-Oct-55	20	R	
VENDA (SOUTH AFRICA)	BEAUTYREST	25 <del>9</del> /42		20	R	
VENDA (SOUTH AFRICA)	S DEVICE	B72/1891	28-Mar-82	20	R	
VENDA (SOUTH AFRICA)	SIMMONS			20	PEND	
VENEZUELA	FIVE ZONES FOR YOUR BONES			30	PEND	
VENEZUELA	NO FLIP			20	PEND	
VENEZUELA	POCKETED COIL					
VËNEZUELA	S & GLOBE (W/O SIMMONS)	)		20	PEND	
VIETNAM	BACKCARE	21913	3-Oct-96	20	R	25982
VIETNAM	BEAUTYREST	21914	3-Oct-96	20	R	25983
VIETNAM	S & GLOBE DESIGN	33382	01-Mar-00	20, 24	R	39053
VIETNAM	S & HOUSE DESIGN	21994	3-Oct-96	20	R	25984
VIETNAM	SIMMONS	21912	3-Oct-96	20	R	25981
ZIMBABWE	BEAUTYREST			<b>2</b> 0	PEND	740/96
ZIMBABWE	S & GLOBE DESIGN			20	PEND	740/96
ZIMBABWE	SIMMONS	740/98	14-Apr-96	20	R	740/96

<sup>\*</sup>SOUTH AFRICAN RES. NOW COVERS. BOPHUTHATHSWANA, TRANSKEI & VENDA (I.P. LAW RATIONALIZATION ACT, 1996)

<sup>11</sup> Germany, Benelux, Italy, Liechtenstein, Morocco, Monaco, San Marino, Świtzerland, Czechoslovakia, Yugosłavia - Ongin - France - SEAUTYREST - No. 376582

<sup>\*2</sup> Germany, Benetux, Italy, Liechtenstein, Morocco, Monaco, San Marino, Switzerland, Czechoslovakia, Yugoslavia - Origin - France - HIDE-A-BED - No. 374849

<sup>\*3</sup> Algeria, Germany, Beneiux, Italy, Liechtenstein, Morocco, Monaço, Romania, Şan Marino, Switzerland - Origin - France - SIMMONS - No. 137292 All handled by Wartman & Merker on behalf of Info Establishment

**P**Ø26

# International Marks (Part 2)

Trademark	Country	App/Reg	Class		
BEAUTYREST	JAPAN	57088552	24 25	_	Simons
LADY SIMONS	JAPAN	58035546			Simons
S	JAPAN	60074759	20 27		Simons
[DEVICE MARK]	SOUTH AFRICA	99004623		20	Simons
Š	SPAIN	979642		20	Simons
SIMMONS	ANTILLES NETH		102024		
HIDE A BED	ANTILLES NETH		20		
BEAUTY REST	ANTILLES NETH		20		
S SIMMONS *	ARAB EMIRATE	036877	20		
SIMMONS	ARGENTINA	1290134	35		
SIMMONS	ARGENTINA	1290135	36		
SIMMONS	ARGENTINA	1290136	37		
SIMMONS	ARGENTINA	1290137	38		
SIMMONS	ARGENTINA	1290138	39		
SIMMONS	ARGENTINA	1290139	40		
SIMMONS	ARGENTINA	1290140	41		
S * .	ARGENTINA	1290141	35		
\$ *	ARGENTINA	1290143	37		
S.*	ARGENTINA	1290144	38		
s*	ARGENTINA	1290145	39		
s *	ARGENTINA	1290146	40		
Š*	ARGENTINA	1290147	41		
š*	ARGENTINA	2129573	20		
_ S *	ARGENTINA -	1290142	36		
CHARM	BRAZIL	23851	20		
HIDE A BED	BRAZIL	23852	20 -		
SLUMBER KING	BRAZIL	23854	20		
SIMFOAM	BRAZIL	23855	20 -		
DEEPSLEEP	BRAZIL		20 -		
BACKCARE		23976			
S*	BRAZIL	3568920	6		
-	BRAZIL	3568938	6		
S SIMMONS *	BRAZIL	3703983	20		
S SIMMONS *	BRAZIL	3703991	6		
BEAUTY SLEEP	BRUNEI	24122	20		
SIMMONS S *	CHILE	468391	20		
S SIMMONS * SIMMONS	CHILE COLOMBIA	468391	20 20		
SIMMONS	DOMINICAN REI	194606			
SIMMONS BEAUT					
SIMMONS BEAUT					
BACKARE	DOMINICAN REI				
SIMMONS BEAUT					
SIMMONS CONFO					
SIMMONS BEAUT			20 22		
S*	GUATEMALA	320594	12		
\$		321356			
BEAUTYREST *	GUATEMALA HUNGARY	136462	10 20		
HIDE A BED	HUNGARY	136463	20		
\$ *	HUNGARY	136464	20		
SIMMONS *	HUNGARY	136465	20		
S*	HUNGARY	148937	20		
HIDE A BED	ITALY	35470	20		
SIMMONS COM	JAPAN	68397	2024		
SIMMONS	JAPAN	10011881			
SIMMONS *	JAPAN	58035547			
SIMMONS *	JAPAN	58035548			
CENTAUR	KÖREA SOUTH	93023232		æ	
CHIEFOR	IOIUA SCOIN	عدعدم	09 11 1		
			16 17 1		
			19 20 2		
				. 1	
S *	MEXICO	177017	2628 202427		
<b>u</b> .	MEVICA	173012	74747		

S *	MEXICO	286831	2027
MAXIPEDIC	MEXICO	303681	2027
CONTOUR FLEX	MEXICO	483566	20
SLUMBER KING	NICARAGUA	4066	20
HIDE A RED	NICARAGUA	4067	20
DEEPŞLEEP	NICARAGUA	4068	20
SIMMONS	NICARAGUA	4069	20
SIMMONS	PARAĞUAY	99000216	20
BEAUTYREST	PARAGUAY	99000217	20
S SEMMONS *	PARAGUAY	99000218	20
S *	PHILLIPINES	33912	10 20
SIMMONS *	POLAND	83738	20
S *	POLAND	83739	20
BEAUTYREST	POLAND	83740	20
HIDE ABED	POLAND	083741	20
\$ SIMMONS *	POLAND	116639	20
S *	PORTUGAL	196209	12
S SIMMONS *	RUSSIA	165191	20
MAXIPEDIC	RUSSIA	173405	20 24
BACKCARE	RUSSIA	173406	20 24
S SIMMONS *	SALVADOR (EL)	440	20
S *	SALVADOR (EL)	39000005	24
HAO MENG	SINGAPORE	90007742	20
BEAUTYSLEEP	SINGAPORE	94007115	20
S SIMMONS *	SINGAPORE	97003912	20
SLEEPEEZEE	SOUTH AFRIÇA	1724	20
KANG JIAN	TAIWAN	532 109	20
DEEPSLEEP	TAIWAN	82017606	6
BEAUTYREST	THAILAND	159702	20
SIMMON\$	THAILAND	159703	20
S *	THAILAND	159704	20
BEAUTYREST	TRINIDAD & TO)	21257	20
MAXIPEDIC	TRINIDAD & TO	021258	20
BEAUTYREST	TRINIDAD & TO	29051	20
SIMMONS	TRINIDAD & TOI	29052	20
S SIMMONS *	TRINIDAD-& TO	21259	20
BEAUTY SLEEP	URUGUAY	252792	20
BEAUTYREST	URUGUAY	252793	20
CONFOREST	VENEZUELA	4373	20
QUIETUD	VENEZUELA	4374	20
MAXIPEDIC	VĚNĚŽUELA	7682	20
SIMMONS	VIET NAM	25981	20

	Α	В	С	D	E	F	G	Н	i		K
1	Interna	tional Marl	ks (Pari	t 3)					İ		
3	COUNTRY	NAME	REG. NO.	ISSUE DATE	CLASE	STATUS	COMMENTS	OWNR	ORIG. FILE	APP.	FOREIGN ASSOCIATE
4	ARGENTINA		1293106	07-Jun-93	20	R	ASSID TO SIM ARGENTINA	-		1368903	MARVAL, O'FARRELL & MAIRA!
	INTERNATION AL (*1)	BEAUTYREST	376 582		20, 24	R		LE .			
	INTERNATION AL (*2)	HIDE-A-BED	374 849		20	R		1 <u>E</u>			
	INTERNATION AL (*3)	SIMMONS	173 292	07-Dec-73	20, 24	R		IE			
8	LAOS	BACKCARE	4767	26-Jul- <del>9</del> 6	20	R		SAL EX U	26-Jul-96	4832	WILKINSON
9	LAOS	BEAUTYREST	4764	26-Jui-96	20	R	i	SALEX U	26-Jul-96	4829	WILKINSON
10	LAQŞ	HIDE-A-BED	4765	26-Jul-96	20	R		SALEXU	26-Jul-96	4830	WILKINSON
11	LAOS	S & HOUSE	4769	26-Jul-96	20	R		SALEXU	26-Jul-96	4834	WILKINSON
12	LAOS	S & HOUSE GLOBE	4768	26-Jul-96	20	R		SAL EX U	26-Jul-96	4833	WILKINSON
13	LAOS	SIMMONS	4766	26-Jul-96	20	R		SAL EX U	26-Jul-96	4831	WILKINSON
14	PORTUGAL	'S' DEVICE	354 862	21-Jan-69		R	NOT RENEWED 8Y	CVL			J. PEREIRA
15	ROMANIA (FC)	SIMMONS	2R173292	7-Dec-93				ī <b>⊑</b>			WARTMANN
16	SINGAPORE (F¢)	BACKCARE	B/3659-87	31-Jul-94	20	Ŕ	Assign to Sime Co. (USA)	SC. Ltd.			OREW & NAPIER

## SCHEDULE IV TO PLEDGE AND SECURITY AGREEMENT

## Supplement to Annex B

## Licenses owned by Dreamwell, Ltd.

## Domestic Licenses

- 1. Amended and Restated Trademark License Agreement, dated as of November 28, 1990, between Simmons Company and Louisville Bedding, as amended by Amendment Number One, dated as of February 1, 1993, Amendment Number Two, dated as of April 15, 1994, Amendment Number Three, dated as of November 24, 1994, Amendment Number Four, dated as of January 1, 1997, Amendment Number Five, dated as of July 29,1999, Amendment Number Six, dated as of June 6, 2000, and Amendment No. 7, dated as of December 2001. [DOMLIC008]
- 2. Trademark License Agreement, dated as of January 1, 1999, between Simmons Company and Carla Williams d/b/a Sleep 2000, as amended by Amendment Number One, dated as of June 18, 1999 and Amendment Number Two, dated as of July 5, 2000. [DOMLIC010]
- 3. Down Products Trademark License Agreement, dated as of January 1, 2001, between Simmons Company and Hollander Home Fashions Corporation, as amended by First Amendment, dated as of January 1, 2001, Second Amendment, dated as of February 15, 2001, and Third Amendment, dated as of May 16, 2001. [DOMLIC005]
- 4. Olympic Queen Trademark License Agreement, dated as of May, 22, 2001, between Simmons Company and West Point Stevens, Inc. [DOMLIC007]
- 5. Trademark License Agreement, dated as of April 1, 2001, between Simmons Company and West Point Stevens, Inc. [DOMLIC007]
- 6. Trademark License Agreement, dated as of May 1, 2001, between Simmons Company and Pet Goods, a division of Tarahill, Inc. [DOMLIC006]
- 7. Trademark License Agreement, dated as of May 31, 2001, between Simmons Company and Airsprung Furniture Group, PLC. [DOMLIC004]
- 8. Trademark License Agreement, dated as of May 31, 2001, between Simmons Company and Haywin Textile Products, Inc. [DOMLIC003]
- 9. Strategic Alliance Agreement, dated as of October 4, 2001, between Simmons Company and Healthstyle Products International, Inc. [DOMLIC012]
- 10. Agreement, dated as of October 30, 1986, among Simmons U.S.A. Corporation, Simmons Universal Corporation, Simmons Juvenile Products Company, Inc. and Hausted, Inc. (Except as set forth in Exhibit B). [DOMLIC001]
- 11. Trademark License Agreement, dated as of May 15, 1996, between Simmons Company and United Sleep Products, Inc., amended by Amendment Number One, dated as of May 15, 1997,

Amendment Number Two, dated as of August 24, 1999, Amendment Number Three, dated as of June 1, 2000 and Amendment Number Four, dated as of March \_\_\_, 2001. [DOMLIC009]

12. Any and all license agreements currently in effect between Simmons Company and Simmons Upholstery, L.L.C., or successors in interest thereof.

- 1. Industrial Property License Agreement (Area 1), dated as April 9, 1987, among Simmons U.S.A Corporation, Simmons Company, Info Establishment and Cauval Industries, S.A. Industrial Property License Agreement (Area 2), dated as April 9, 1987, among Simmons U.S.A Corporation, Simmons Company, Info Establishment and Cauval Industries, S.A. Industrial Property License Agreement (Area 3), dated as April 9, 1987, among Simmons U.S.A Corporation, Simmons Company, Info Establishment and Cauval Industries, S.A. Industrial Property License Agreement (Area 5), dated as April 9, 1987, among Simmons U.S.A Corporation, Simmons Company, Info Establishment and Cauval Industries, S.A. [INTLIC001]
- 2. Existing Territory License Agreement, dated as of June 30, 1987, between Simmons U.S.A. Corporation and Simmons Asia Limited. Amendment to the Existing Territory License Agreement, dated as of March 2, 1999. Exclusive License and Letter of Consent, dated as of August 14, 1998. Exclusive License and Letter of Consent, dated as of October 29, 1999. Exclusive License and Letter of Consent, dated as of February 1, 2000. Exclusive License and Letter of Consent (beautyrest.com), dated as of October 2, 2001. Exclusive License and Letter of Consent (simmons.com), dated as of October 2, 2001. [INTLIC005]
- 3. New Territory License Agreement, dated as of June 30, 1987, between Simmons U.S.A. Corporation and SJL Investment Limited. Sublicense Agreement, dated as of October 4, 1994, between Simmons Asia Limited and Simmons-K Co. New Territory License Agreement Supplement and Amendment, dated as of May 19, 1997, between Simmons Company, and Simmons Asia Limited. [INTLIC004]
- 4. Technology License Agreement, dated as of November 5, 1987, between Simmons USA Corporation and Simmons Israel Bedding Systems, Ltd. (f/k/a Haim Herman and PAMA, Ltd.), as amended by the First Amendment, dated as of June 17, 1997. Agreement for Lease of Equipment, dated as of July 16, 1995, between Simmons Company and Simmons Israel Bedding Systems, Ltd. [INTLIC008]
- 5. License Agreement, dated as of February 1, 1990, between Simmons Company and La Nacional CXA. Technical Services Agreement, dated as of July 1, 1997, between Simmons Company and La Nacional CXA. [INTLIC018]
- 6. Agreement, dated as of May 21, 1990, between Simmons Company and Highest Confort Co., S.A. de C.V. (f/k/a Compania Simmons S.A. de C.V.), as amended by the First Amendment, dated as of May 20, 1998 and Second Amendment, dated as of September 3, 1999. Patent and Technology License Agreement, dated as of May 21, 1990, between Simmons Company and Alfasid S.A. de C.V., as amended by the First Amendment, dated as of May 20, 1998 and the Agreement to Extend and Amend, dated as of June 1, 1995. Lease Agreement I, dated as July 20, 1987, as amended by the First Amendment, dated as August 7, 1998, between Simmons Company and Alfasid S.A. de C.V. Lease Agreement II, dated as of August 7, 1987, as amended by the First Amendment, dated as of June 30, 1990, as amended by the First Amendment, dated as of August 7, 1998, between Simmons Company and Alfasid S.A. de C.V. Lease Agreement IV, dated as of June 24, 1991, as amended by the First Amendment, dated as of August 7, 1998, between

Simmons Company and Alfasid S.A. de C.V. Lease Agreement V, dated as of May 8, 1992, as amended by the First Amendment, dated as of August 7, 1998, between Simmons Company and Alfasid S.A. de C.V. [INTLIC002]

- 7. Agreement, dated as of June 29, 1990, among Simmons Company, Simmons I.P., Inc., and Simmons Canada, Inc. Trademark License Agreement, dated as of December 1, 1990, between Simmons I.P. Inc., Simmons Canada, Inc. and Louisville Bedding Co. Side Letter Extension, dated as of July 27, 2000. Letter Amendment, dated as of February 14, 2001. Side Letter Extension, dated as of July 30, 2001.[INTLIC006]
- 8. Technical Service Agreement, dated as of September 1, 1992, between Simmons Company and Simmons De Argentina S.A.I.C. Agreement for Lease of Equipment, dated as of January 1, 1998, between Simmons Company and Simmons De Argentina S.A.I.C. Trademark License Agreement, dated as of October 10, 1984, as amended on March 12, 1998, between Simmons Universal Corp. and Simmons de Argentina S.A.I.C. Side Letter, dated as of April 29, 1997, [INTLIC011]
- 9. License and Technology Agreement, dated as of September 1, 1994, between Simmons Company and Indufoam S.A. de C.V., as amended by Amendment Number One, dated as of December 20, 1999. [INTLIC017]
- 10. Trademark License Agreement, dated as of September 1, 1995, between Simmons Company and Simmons South Africa, Pty. Ltd. (f/k/a Bedfurn Industries Pty. Ltd.), as amended by the First Amendment, dated as of March 19, 1996 and Second Amendment, dated as of June 1, 2001. License and Technology Agreement, dated as of September 1, 1995, between Simmons Company and Simmons South Africa, Pty. Ltd., as amended by the First Amendment, dated as of June 1, 2001. Agreement for Lease of Equipment, dated as of September 1, 1995, between Simmons Company and Simmons South Africa, Pty. Ltd., as amended by the First Amendment, dated as of June 1, 2005. [INTLIC007]
- 11. License and Technical Assistance Agreement, dated as of March 1, 1996, between Simmons Company and Muebles Y Espejos S.A. [INTLIC016]
- 12. Technology License Agreement (Venezuela), dated as of March 25, 1998, between Simmons Company and Simmons De Venezuela, C.A. Trademark License, Technical Assistance and Marketing Agreement, dated as of December 6, 2000, between Simmons Company and Simmons De Venezuela, C.A. (Colombia). Trademark License, Technical Assistance and Marketing Agreement, dated as of December 6, 2000, between Simmons Company and Simmons De Venezuela, C.A. (Ecuador). [INT LIC015]
- 13. Trademark License Agreement, dated as of September 22, 1998, among Simmons Company, Info Establishment and La Societe Anonyme Marocaine Simmons, SOMS, as amended by Amendment Number One, dated as of January 25, 1999, and by Amendment Number Two, dated as of January 25, 1999. Technical Assistance and Marketing Agreement, dated as of January 1, 2000, between Simmons Company and Societe Anonyme Marocaine Simmons. Side Letter, dated as of July 27, 1998. [INTLIC009]
- 14. License and Technical Assistance Agreement, dated as of September 30, 1998, between Simmons Company and Simmons (West Indies) Ltd. [INTLIC019]

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- 15. License and Technical Assistance Agreement, dated as of October 1, 1999, between Simmons Company and Poly Products L.L.C. Agreement for Lease of Equipment, dated as of September 20, 2000, between Simmons Company and Poly Products L.L.C. [INTLIC010]
- 16. Trademark License, Technical Assistance and Marketing Agreement, dated as of June 19, 2000, between Simmons Company and Grupo Faval. [INTLIC014]
- 17. Trademark License, Technical Assistance and Marketing Agreement, dated as of September 5, 2000, between Simmons Company and Flex Equipos De Descanso S.A. [INTLIC013]
- 18. Amended and Restated License Agreement, dated as of November 30, 2001, between Simmons Company and Pacific Brands Household Products Pty Ltd. ACN 098 742 584. Assignment Agreement, dated as of November 30, 2001, between Simmons Company and Pacific Brands Household Products Pty Ltd. ACN 098 742 584. [INTLIC003]

## 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:

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#### 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.

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"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 <a href="Item B">Item B</a> of <a href="Schedule IV">Schedule IV</a>.

"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 semi-conductor 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

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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).

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"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.

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"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

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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

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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 <a href="Item F">Item F</a> of <a href="Schedule IV">Schedule IV</a>.

"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 <a href="Item E">Item E</a> of <a href="Schedule IV">Schedule IV</a>, 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 <u>Item G</u> of <u>Schedule IV</u>.

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

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- (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

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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.

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- (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 <u>Schedule I</u>. The Pledged Notes are outstanding in the principal amount indicated on <u>Schedule I</u>.
- 3.5 <u>Chief Executive Office; Records</u>. The chief executive office of such Grantor is located at the location specified on <u>Schedule III</u>.
- 3.6 <u>Location of Inventory and Equipment</u>. 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 <u>Schedule II</u>. 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 <u>Receivables</u>. (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

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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 <u>Contracts</u>. 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 <u>Farm Products</u>. None of the Collateral constitutes, or is the proceeds of, Farm Products (as defined in the UCC).

## 3.10 Intellectual Property Collateral.

- (a) <u>Schedule IV</u> 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:

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- (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 <u>Delivery of Security Collateral</u>. 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

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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.

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- 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, identify 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 <u>Insurance</u>. Such Grantor shall maintain insurance as required by the Credit Agreement.
- 4.9 <u>Receivables</u>. (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

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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 <u>Contracts</u> (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

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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 <u>Limitations on Dispositions of Collateral</u>. 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 Officer 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

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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 <u>Grantors Remain Liable under Receivables and Contracts</u>. 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

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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.

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### ARTICLE VI

# SPECIAL PROVISIONS REGARDING SECURITY COLLATERAL

- 6.1 <u>Voting Rights; Dividends; Etc.</u> (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).

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(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.

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## 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

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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

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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.

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#### 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 <u>Possession of Collateral</u>. If an Event of Default shall occur and be continuing,

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- (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

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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 <u>Application of Proceeds</u>. 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

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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 <u>Limitation on Duties Regarding Preservation of Collateral</u>. (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

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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, appraisement, 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 <u>Discontinuance of Proceedings</u>. 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.

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#### 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

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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 <u>Indemnity Obligations Secured by Collateral; Survival.</u> 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 <u>Submission to Jurisdiction</u>. 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

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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 ADMINISTRA-TIVE 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

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

- 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 <u>Termination; Release</u>. 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,

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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 <u>Counterparts</u>. 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 <u>Effectiveness</u>. 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 <u>Headings Descriptive</u>. 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 <u>Severability</u>. 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 <u>Survival</u>. 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 <u>Powers Coupled with an Interest</u>. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.
- 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.

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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

Name:

Ditle:

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

simmons holdings, inc

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

SIMMONS INTERNATIONAL HOLDING COMPANY INC

Name:

Title:

JONATHAN C. DAIKER Executive Vice - President

Notice Address: Chief Financial Officer

One Concourse Parkway, Suite 600

Atlanta, GA 30328

Att: Jonathan C. Daiker Telecopy: 770-392-2608 12:11

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UBS A.G., STAMFORD BRANCH,

as Administrative Agent

Ву

Name: Michael & Cerminaro

Director Title:

Leveraged Finance

By

Name: Michael R. Grayer Managing Director Title:

Leveraged Finance

Notice Address:

677 Washington Blvd., 8th Floor

Stamford, CT 06901

Att: Lara Kavanagh

Telecopy: 203-719-4176

# **SCHEDULE I**

# Security Collateral

# PART I

# Pledged Stock

<u>Issuer</u>	Held (Pledged) By	Total Shares	<u>Certificate</u> <u>No</u> .	Percentage of Outstanding Stock
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	п/а

# PART II

# Pledged Notes

<u>Issuer</u>	Original Principal Amount	<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

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# SCHEDULE II LOCATIONS OF EQUIPMENT AND INVENTORY

# Locations of Equipment

- Norcross, Georgia
   1900 Beaver Ruin Circle
   Norcross, GA 30071
- Atlanta Plant, Mabelton, Georgia
   7131 Discovery Boulevard
   Mabelton, GA 30093
- San Leandro Plant, California
   1700 Fairway Drive
   San Leandro, CA 94577
- Denver Plant, Aurora, Colorado 17850 East 32nd Place
   Aurora, CO 80011
- Jacksonville, Florida
   540 Beautyrest Avenue
   Jacksonville, FL 32254
- 11. Salt Lake City, Utah

  Crossroads Corporate Center #1

  1130 South 3800 West

  Salt Lake City, UT 84104

- Atlanta, Georgia
   One Concourse Parkway
   Suite 600
   Atlanta, GA 30328
   (hereinafter "Corporate HQ")
- Seattle Plant, Auburn, Washington
   425 C St. Northwest
   Auburn, WA 98002
- Fredericksburg, Virginia
   9601 Cosner Drive
   Fredericksburg VA 22408
- Phoenix Plant, Tolleson, Arizona
   101 North 104th Avenue, Suite A
   Tolleson, AZ 85353
- Charlotte, North Carolina
   West W.T. Harris Blvd.
   Charlotte, NC 28269-1898
- Los Angeles Plant, Compton/Harbor City, California
   20100 South Alameda Street
   Compton, CA 90220

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13.	Springfield Plant, Agawam, Massachusetts		
	320 Bowles Road		
	Agawam, MA 01001		

14. Honolulu Plant, Kapolei, Hawaji 91-489 Komohana Street Kapolei, HI 96707-1715

- 15. Dailas Piant, Coppell, Texas 4255 Patriot Drive, #100 Coppell, TX 75019
- 17. Janesville, Wisconsin 1809 Adel Street Janesville, Wisconsin 53546

Chicago, Il

- 19. Columbus, OH Plant, Grove City 3960 Brookham Drive Grove City, OH 43123
- 150 North Wacker Drive Suite 650 Chicago, IL 60606 (hereinafter "Chicago Sales Office")

23. Atlanta, GA 1335 Chattahoochee Ave. Atlanta, GA 30318

- 16. Shawnee, Kansas 7910 Hedge Lane Terrace Shawnee, Kansas 66216
- 18. Piscataway, New Jersey 365 South Randolphville Road Piscataway, NJ 08854
- 20. Warren Drive, Norcross, Georgia 6424 Warren Drive Norcross, GA 30093
- 22. Highpoint, NC International Home Furnishings Center 2095 S. Main Street Space No. M604 pius bays M601, M602, M603, M605, M606, M607 and M608 High Point, NC 27261 (hereinafter "High Point Showroom")
- 24. Baltimore, MD Meadows Business Park 1717 Whitehead Rd. Baltimore, MD 21207

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25.	Aurora, CO	26.	Morgantown, PA
	Gateway Shopping Center		Home Furnishings & Fashions
	1060 S. Sable Boulevard		Outlet Mall, Store 107
,	Aurora CO 80012		Route 10, Berks County
	<u>.</u>	-	Morgantown, PA 19543
27.	Nashville, TN	28.	Davie, FL
	364 Elysian Fields Court		Pine Island Ridge Plaza Shopping Ctr.
	Nashville, TN 37211		8858 State Road, #84
			Room # G-3
			Davie, FL 33324
29.	Seattle, WA	30.	Grandview, MO
	17000 Aurora Avenue North	•	Grandview Plaza Shopping Center
	Seattle, WA 98133		12905-L, South 71 Highway
			Grandview, MO 64030
31.	Shawnee, KS (Kansas City)	32.	Kent, WA
	Westbrooke Village Shopping Ctr.		Pacific Business Park
	7357 Quivira Road		8623 South 212th Street
	Shawnee, KS 66216		Kent, WA 98031
32.	Norcross, GA	33.	Rahway, NJ
	Regency Business Center	4	Granite Plaza
	6300 Jimmy Carter Boulevard		947 Routes 1 & 9 North
	Suite 106		Rahway, NJ 07065
	Norcross, GA 30071		
34.	Tampa, FL	35.	Dallas, TX
	11612 North Nebraska Avenue		1200 Conveyor Lane

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Tampa, FL 33612

**TRADEMARK REEL: 002522 FRAME: 0608** 

Dallas, TX 75247

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Howell, NJ 36. 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.

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### SCHEDULE III

### LOCATIONS OF CHIEF EXECUTIVE OFFICES

# Locations of Chief Executive Offices

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

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#### 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.

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# 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

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
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 Hansted, 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

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
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

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
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-Tylet 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 Macan
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

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
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.

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<u>Licensee</u>	<u>Date and Term</u>	Intellectual Property Licensed
(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 he 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 form 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

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
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 form the Company

#### 1. Other Material Agreements:

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

Country	<u>z</u>	Lessee	<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
<b>v</b> .	Germany	Dormita Polsterwaren GmbH & Co. Kg.	July 19, 1994
vi.	Germany	Schlaraffia-Werke Hüser GmbH & Co. Kg.	July 19, 1994

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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:

Country	<u>Licensee</u>	Date
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

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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.

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UPHOLSTERY COIL TRANSFER	Title	
1128082	Patent Number	Annex C Patents
7/20/82	Issue Date	

	1. Canada	Animos		
MECHANISM	TRANSFER	TIME	Tille	
	1128082		Patent Number	
	1120102	2/20/02	Issue Date	
	Shortfullo	Simmone Com	Owner	

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

Simmons	Simmons Company-Foreign and Domestic	reign an	d Don	nes	E						
28-Oct-98											
Chaithei	CountryNeene	CAM Number	*	[]	Tiule	ApplNumber	HOTTAL	PelNumber	lu Date	EspDeta	Remuta
8DC-001	Australia	980088	\$	997	POCKETED SPRINO ASSEMBLY	3643710	3/14/80	539650	17165	)/[450	
89C-001	Canada	980038	<b>\$</b>	96	POCKETED SPRING ASSEMBLY	]45913	2/19/80	117780	2117162	7/13/99	
SINCOOL	y (m)	980019	ŧ	93	POCKETED SPRING ASSEMBLY	48038/80	272880	1127369	3/21+86	פספונו	
\$BC-001	Japan .	\$50086	100	3	POCKETED SPRING ASSEMBLY	34673/80	7/18/80	1276331	\$16/85	13/13/91	Expired for non-payment of 8th year annuity
890001	United Kingdom	980038	<b>15</b>	95	POCKETED SPRING ASSEMBLY	<b>\$05063</b>	2/14/80	2044609	4/20/63	2/14/00	·
8BC-001	United States of Asserted 900059	rica 910039	<b>30</b>	និ	POCKETED SPRING ASSEMBLY	072067	61J61/C	1334984	11/25/80	3/19/59	Original Contourflex Construction
100-2018	Verezuela	980038		ફ્ર	POCKETTED SPRUNG ASSEMBLY	40460	3/18/80	42739		\$1699	
3BC-102	United States of America, 900058	sica 980058	306	2	REINFORCED BOX SPRING FRAME	123261	77,140	4299573	8/23/63	<b>6/2</b> 3/00	"L" How Dox Spring France
SBC-401	United States of America. 990038	nica 980088	300	흏	TOT VOLLIE SEARTTAIK	276155	671281	4424600	1/10/14	672701	Inflatable Cudions Bescath P.T.

	SKADDEN	ARPS →	OPR/ASSI)	GNMENTS					NO.
\$BC-006	SBC-006	\$10C-006	SBC-006	8BC-003	8BC40J	BDC-003	\$100.00\$	IBC-004	ChentRef
Italy	France	Canada	Urnéil	Venezuela	United States of America 989038	Modia	Audralia	Child States of America 980058	CountryName
\$80058	980038	980038	98005B	980038	- 98/CJ#	980038	980054	¥ 98005\$	CAM Number
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032	923	2	910	037	900	9	2	2005	
MRTLIOD AND APPARATUS FOR MAKING A SIRIES OF	METHOD AND APPARATUS FOR MAKING A SERIES OF FOCKETED COIL SPRINGS	METICID AND APPARATUS FOR MAKING A SERIES OF POCKPIFTED COIL SPRINGS	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	POCKETED APRING ASSEMBLY APPARATUS	POCKETRU SPRING ASSEMBLY APPARATUS	COIL STRING ASSEMBLY	POCKSTED SPRING ASSEMBLY APPARATUS	AIR BED ARRANGEMENT	Tick
49181A78	7813120	302895		41082	313574		81300£1	275958	Applitumber
tuas	30,71	47878		3/19/81	11/20/81		3/11/82	18/27/9	FIII):Je
1102346	7189573	1085597	717802 003	43036	9491946		338417	435864	PutNumber
10/7/85	13/25/83	9/16/80	\$2/12/78		6/3/84		28621	3/13/84	1 to Darke
8600	30,98	9/16/97	12/12/9	3126197	11/20/01		OBJETIVE	lort 1.9	ExpOnte

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Ajı Bed Containing Air Compressor

No information was received for this application; Mr. Genralez is obetiting patent office records for title

Claverical - Ultrasonic
Welded INR Construction by
Varying Weld Lengths to
Adjust 2 Rown if Colf &
Stability in a Claverlast

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Cheathr	CountryNerae	CAM Namber	3		Tuk	ApplNumber	THOUS	PalNumber	lusDqle	ExpOute	Retructs
\$80,006	Μεχίσο	4600\$6	8	95	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	מנמו	3/4/78	147871	9/30/52	9/30/93	
SBC-006	United States of America 910055	350038	ş	007	METHOD AND APPARATUS FOR MAXING A SHRIES OF POCKETED COIL SPRINGS	2F4240	ysar	4439977	ig.	<b>\$</b> 381	Ultrasonie Pocket Machina
SBC-007	Argeniza	950038	ŧ	2	APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	181688	3,9/82	227963	12/50/62	12/30/97	
8BC-007	Canada	850086	\$	017	AFFARATUS FOR MAKUNG ASSEMBLIES OF POCKETED SPRINGS	397777	3/8/81	1179490	(2/18/84	ופיוועו	
8BC-007	European Faient Office	980038	\$	ន	APPARATUS FOR MAKINU ASSEMBILIES OF POCKETED SPRINGS	\$2308151.3	3/11/22	94 10900	172/86	1/11/94	Switzerland, West Germany, France, United Kingdom and Haly, Lapsed for failure to pay 1991 annuities
SDC-007	United States of America, 981038	# 50086 #	. 35	\$2	APPAKATUS FOR MAKING ASSEMBILIES OF POCKETED SPRINGS	143892	1/29/82	<b>4401301</b>	Carden	3/11/01	Contourilex Machine - Ultrauoric Assembly of P.C. Construction
89C-108	United States of Asserica 988058	¥ 98005#	ğ	95	THERMALLY CONTROLLABLE HEATING MATTRESS	171960	6127/81	#2130E	128813	6/12/01	Themally Controlleble Healing Machine
8BC-089	Japan .	.940058	400 - 072	25	NATTRESS	57-107516	612161			2/(693	
\$9C-009	United States of America 910058	350016 72	300	910	DED MATTRESS JAVIANO AN AMPROVED PLLYON TOP	175955	623/81	449261	HKUS	6/12/01	Reposable Core & Cienias Reverible Top Mattress Covering

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NO.					TS	SSIGNMEN	OPR/A	ARPS →	KADDEN	S	2:11
Challet	\$#C-010	\$BC-011	\$BC-013	8BC-013	BBC-014	SHC-014	81XC-014	38C-014	800-015	SBCOIS	8BC-015
CountryNume	United States of America 980058	Linited States of America 980058	United States of America, 980058	United States of America 980018	Canada	European Patent Office	Jupan	United States of America 980038	त्रेप्रवस्यिम्	B <b>elg</b> ium	Careda
CAN Number	980058	980038	3 980058	980038	980058	980058	980038	ica 980038	980038	\$10038	910031
	28	100	100	300	\$	\$	ġ	9	\$		袁
	110	012	8	<b>\$</b>	610	91	8	8	005	215	E10
Titk	INDEFENDENT BLOCK ASSEMBLY OF SPRINGS	STABILIZED MATTRISS DORDER	COIL SPRING CONSTRUCTION 487739	BOXBERING HAVING COIL COMPRESSION STOPS	ULTRASONIC SEPARATION APPARATUS	ultrasunic sepatation apparatus	le, trasonic separation Apparatus	ultrasonic separation apparatus	INWERSPHING CONSTRUCTION	UNMERSPRING	INNERSPAINO
ApplNumber	419369	467343	482739	517099	466849	84503338.2	39134042	\$48053	33335/84	14306\$55.2	464467
PUDate	9/17/82	1/17/80	477383	7/8/83	11/1/84	5/17/84	6/28/84	11/2/83	9/26/84	10,9714	10/2/84
PatNumber	452344	4462129	4405506	4519107	1220712	0144114	1593401	4491491	377545	0154076	1270289
l salbate	6/18/85	70144	12474	3/24/83	421/87	4/13/88	12/17/90	14.45	3/3/89	6/16/90	47187
EspDute	9/17/02	רפעמד	471/03	7/0/03	421/04	\$417204	6/28/94	11/2/03	9,26,014	+ NYS/M1	4/2/04
Restario	Cloverless Assembly of Pocketed Coils	B/R 2-Coil Pocketed Ceil; Lapsed 7/3 h97 for non- payment of maintenance for	Four Sublified Pocketed Coil Construction	Contract Dox Spring		Belgium, Saitzerland, Germany, France, United Kingdom, July, Netherlands, Italy		Counter Cut-Off Ultrasonic Knife System			

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NO	Chaptillet	CountryNease	CAM Number	-		1M4	ApplNameter	FUD.da	PatNumber	LuDale	Englate	Bestarks
	8BC-013	Swopen Palent Office	980056	ŧ	≦	INNERSPRINO CONSTRUCTION	143060552	P8/6/01	0154076	418/90	10/9/04	Belgium, Cennas U.K., Italy, Jason Netherlands
	SBC-013	∜rario#	\$6008	ŧ	¥	INVERSPRING CONSTRUCTION	M306855.2	10/9/11	0154076	4/18/90	10/5/01	
	8BC-015	Gornany	980058	ŧ	119	ENNEASPRING CONSTRUCTION	84306855.1	[0/5/R4	3(8)961-1	118/90		
	\$110-011\$	W.Y	980038	ŧ	217	INVIRSPRING CONSTRUCTION	#4106815.2	10/9/84	0154076	4/18/90	10/9/64	
	\$BC-015	Japan	80,0016	憃	2	INNERSPRING CONSTRUCTION	39-233047	19/5/84			8/29/90	
MENTS	3BC-013	Proquenti	980050	<b>Š</b>	221	INVERSPRING CONSTRUCTION	84006855.2	10/9/84	0154076	6641/		
ASSIGNI	SBC-015	Медса	850086	专	2	INNERSPRING CONSTRUCTION	204334	2/14/85	[631]	3/10/92	3/14/05	Next (2) of action 2001
OPR/6	\$10-208	Netherlands	980058	è	=	CONSTRUCTION	34306855.7	11/9/84	0134076	4/16/50		
ARPS >	89C013	Sptis	980038	훒	£.	CONSTRUCTION	541.116/5	3/6/65	541.116/5	3/3/86	3/5006	
:ADDEN	\$BC413	Sprin	960036	8	2	CONSTRUCTION	35137472	129186	35137802	96/11/8	[/29/06	
SK	\$80015	United Kingdom	940058	\$	333	CONSTRUCTION	84306855.2	10/9/14	0154076	4/14/90		
l2:11	SECOIS	United States of America 980038	150096	366	0 016	6 INNBREPRING CONSTRUCTION	316167	3,9184	457BR24	4/1/86	3/9/04	SHATI Constant Citued Together

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910-288	SBC-016	SBC-016	SDC-016	REC-016	90008	BBC-016	SBC-016	Chardlef
luly	Germany	France	European Patent Office	Canada	Belgium	Austria	Ameridie	CountryNums
980058	980058	980058	98003#	930058	980038	98005	910058	CAM Number
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<b>₹</b>	163	Ē	933	95	56	ŝ	8	
METHIOD AND APPARATUS FOR MANUFACTURING	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	METHOD AND APPAILATUS FOR MANUFACTURING ENRESPRING CONSTRUCTION	METHOD AND APPARATUS FOR MANUFACTURING INNERSPEING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUPACTURING SMUSANPRING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUFACTURING INNIESPRING CONSTRUCTION	ABTHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUFACTURING RNIERSPRING CONSTRUCTIONS	Titl+
#5301647.6	#53016#1.6	a5301642.6	<b>8</b> 3301642.6	4B1110	83301642.6	A20406	4711005	ApplNumber
3/8/85	3/11/18 \$	3/8/15	3/8/85	3/9/83	3/8/85	1/28/86	9/10/85	PID»&
0153138	3578303	013510\$	0153138	1234689	0155138	396100	982167	PatiNamber
774150	7/4/90	7/4/90	7/4/50	4/5/61	7/4/90	5/25/93	7/28/49	CuDele
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800016	\$DC-016	8BC-016	8800-016	30C016	SDC-016	8BC-016	8BC0)6	Climflet
United States of America 910018	Lhiked Kingdom	Spain	New Zealand	Netherlands	Merico	Emerapora	lapan	CountryNume .
rica 980018	980038	9800\$\$	980038	940038	980038	910038	940031	CAM Number
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017	<b>5</b>	. \$	\$	<b>[</b> 57	Ξ	5	93	
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65311	B3301642.6	543.688	211503	E5301642,6	206378	85301642.6	60.192319	ApplNumber
. 1/28/85	3/8/85	3/30/83	3/19/85	3:Was	<b>1</b> 23/85	3/8/83	571 4785	PLOate
9366926	0155158	543,688	211505	0151158	163912	0135151	199743	PalNumber
27.00 E	7/490	3/4/86	10.2787	7/4/90	61993	7/4/90	17851	LuDut-
P. P	¥80	1406	106IK	310/05	82HD3	SOAN	3/14/05	EspOnde
Tinb Auction					Next set of carnities dut in 2001			Kemard

Chestart	CountryNesse	CAM Number			TUA	ApplNumber	FIIDate	PalNamber	JmDet#	EupDate	Reznirko
SBC-017	United States of Assertes 980051	980031	98	2	APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	68587	וצמאמנו	4363046	1/21/86	POPUE	Adjustable Uhrasonis Sunds for Uhrasonis Coller
SBCOIN	Canada	910031	8	918	THERMALLY WELDED SPRING POCKETS	301671	42178	1071333	2/3/10	115197	
816C-018	) span	980038	ŧ	2	THERMALLY WELDED SPRING POCKETS	41610/76	BURT	1094844	4/27/82	42498	
800018	Spain	920058	\$	030	THERMALLY WELDED	340710	¥16/85	295796	11/10/87	2/26/05	
\$BCOI8	United Kingdown	\$50086	\$	94	THERMALLY WELDED SPRING POCKETS	1521078	418778	1586909	597/01	\$6410	
\$10-018	United States of Armsica 980018	98001	98	29	THERMALY WELDED SPRING POCKETS	947545	10273	4234983	11/25/80	11/25/97	Uhra Sonically Welded P.C. Striup
\$10-048	United States of America 980018	980038	310	2	UPITOLSTERY COIL TRANSFER MECHANISM	679118	<b>8</b> 01 <i>0</i> 7	4165000	##2 B/79	\$01/97	Ceil TRangfer Morhadism
800-010	United States of America 980051	980038	380	<u> </u>	PLATFORMBED	1917169	9/28/77	4106118	8/15/70	9/28/97	Mulform Bed
SBC-021	€ (#JPC#	9800018	흄	02%	POCKETED SPRING ASSEMBLY	8005875	3/17/80	3451729	11/2,1/10	3/17/00	
120-288	United States of Asserta 980038	910038	300	8	POCKETED CUIL STRINGS HAVING A PLAT O'VERLAP SIDE SEAM	354482	2419789	4986518	(729)	\$0,C1/9	Burty Side Seal Diviniumal

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Cllotker	CountryName	CAM Number	`		Tiue	ApplNumber	Ambare	PalNumber	tullate	Esplate	Remarks
8BC-021	Apparica	150016	뵿	3	HOD FOR PROVIDING KETED COIL STRINGS	20,9920	6/13/84	4654023	848/8	BOEIR	Early Side Scal
	· .				SIDE SEAM OVERLAP SIDE SEAM		•				
100011	Upsiged States of America 945031	910030	98	<b>3</b>	χC	295063	68/6/	4395351	1/23/90	ופנמו	Molded Pleatic Bellows-Type Coils; Lapsed 1/23/98 for full two to pay maintenance for
890-024	Canada	980038	26	067	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL	1047438-6	7/89/91	2047438	3/4/51	7/19/11	
SBC-024	ianel	960036	\$	8	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	100516	1226/91	100516	PAKEI	132611	
8BC-024		980058	8,	039	METHOD AND APPARATUS FOR MAXING A SENIER OF POCKETED COIL SPRINGS	3321398	12581				
\$BC-074	United States of America, 980058	850036	300	윷	METHOD AND APPARATUS FOR MAXING ASSRIES OF POCKETED COIL SPRINGS	003139	נמבוע				6.T.I. falced System
\$9C-024	United States of America, 91005	914031	190	. 09	METHOD AND APPARATUS FOR POCKETED COIL CONSTRUCTION HAVING IMPROVED TRACKING CHARACTERISTICS	424552	411785	3509187	4/23/96	4/23/13	E.T.I. Infeed System (Con- Div)
SBCOIA	United States of America, 980038	810036	300	926	APPARATUS FOR COMPRESSING A SPRING	637290	1/2/91	\$186435	21691	10/01	E.T.I. Colle: Inprovements
sacon	Belgium	980058	\$	<b>16</b>	BEDDING CONFIGURATION HAVING VARIABLE SUFFORT CHARACTERISTICS	91401022.1	₩1791	4,336)	122038	4/17/14	

12:11	SKA	DDEN ARI	PS → OF	PR/ASSI	GNMENT9	3				NO.82	21
EBC-025	\$BC-025	SBC-023	\$19C-013	SBC-023	880-025	\$UC-025	SBC-023	81)C-025	BDC-023	Cheditut	
Merico	rely	<u>\$</u>	Hong Kang	Cleethusy	France	fictind	Finland	European Palent Office	Demuk	CountryNeure	·
960019	98005 <b>8</b>	980038	980058	980058	98,0086	980038	98005#	\$50086	980098	CAM Number	
ŧ	\$	<b>60</b>	ġ	<b>\$</b>	\$	\$	Ś	\$	\$		
2	13	930	193	55	. 5	150	8	. 66	178		
BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERESTICS	BEDDANG CONFIGURATION IRAVING VAHLADES SUPPORT CHARACTERISTICS	ITYBRID MATTKERS INCLUDING MBDIAN AIK SUPPORT	HEIDING CONFIGURATION FIAVING VARIABLE SUPPORT CHARACTERISTICS	DEDIXING CONFIGURATION HAVING VAINABLE SUPPORT CHARACTERISTICS	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTURISTICS	BEDDING CONFIDURATION BIANING VAHIABLE SUPPORT CHARACTERISTICS	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERESTICS	Tile	
2253%	91401022.8	97858	98107173,7	91401022.#	91401021.8	942506	911868	91401022.8	91401027.8	ApplNumber	
413791	4/17/9]	1/1691	62.119B	417/91	4/17/91	\$125/94	4/17/91	4/17/91	4/17/91	Fibre	
176900	453/63	97858		69113549	45363		95197	453363	453)63	PalNumber	
12/16/94	12/20193	1177794		12/20/93	1220.095		1/10/96	12/2/0/95		luDate	
#17/5I	#1771	4/16/11			11414		417711	14041		Esplint.	
New set of acquities due in 2001						Avoubles being paid by Cabbart Weinstein		Active in Belgium, Donmark, Germany, Spain, France, Italy, Sweder and the U.K.; anneities paid by Cabinet Weigstein		Remarks	

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INU	CtteralRef	CountryNeese	CAM Number	1		1III+	ApplNamber	FUDate	Pathioniber	INDIA.	Sapibale	Resperts
	8BC-015	Spain	980038	\$	3	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.1	J17/91	2025412	12/10/95	417/11	
	89CQ11	Sweden	980058	ŝ	. 3	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHANACTERISTICS	91401022.5	<b>₩17/9</b> 1	453363	12/20/95	417116	
	\$80003	United Kingdom	980058	\$	ន	BRODING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTIBUSTICS	91401022.8	417791	45336)	נפשמנו	11/11/1	
	spcas	United States of America 980038	980038	183	027	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	510692	4/18/90	2102438	क्राक	6118110	Serpentine Air Support
	8BC-025D[V	Helgium	\$100\$8	ŝ	复	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	9420067.7	4/17/94	6401190	74.94	·	
нээтим	SBC-023DIY	Desmark	\$100\$	ŧ	볼	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	#17/91	011190	711/54	·	·
10 / 01 10	SDC-0131))Y	European Patent Office	960058	\$	. 99	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200657.7	#17/91	0401030	BOWL	41381	Active in Belgium, Germany, Denmuk, Spain, France, July, Swoden and the U.K.; aroutins paid by Cabinet Weinstein
JUEN HR	SINC-025DIV	france .	980038		놢	DEODING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	#17/91	0101690	711/98		
O(3) 12	8UC-023DIV	Genuny	\$50086	\$	203	REDDING CONTROL ATTON HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4(17/9)	69129702	771.98		
2:11	BHC-025DIY	Hong Kong	940151	ŧ	212	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS				,		

Moisture Resistant Mattress Construction/Rent a Center

Moisture Resistant Mattress Construction/Rent a Center Plastic Box Spring

Bloat Spring Plutic Corner

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880030	\$80-010	s)ican	secoso	SBC-000	SDC-029	\$80419	#BC-02#	8DC-021	8BC-078	CllentRef
Tuwan	Japan .	European Palent Office	Canada	Australia	United States of America 989059	France	Upited States of America, 980018	United States of America 980058	United States of America 980035	CountryNens
8611086	980038	850038	860086	980038	98059	920038	850086	920058	980038	CAM Number
ŧ	\$30	\$	훙	喜	98	\$	ĕ	396	100	3
<u>5</u>	400 034	920	. ≘	Ş	2	926	92	9	2	
FLOTATION MATTRESS	FLOTATION MATTRESS	WATERIED MATTRESS	HUTATION MATTRESS	FLOTATION MATTRESS	CONVENTINAVIOO	CONVENTIFILE BED	FLOTATION SYSTEM WITH LINER TRAY	PLOTATION SYSTEM INCLLIDING IMPROVED CUSHONING AND SUPPORT FRATURES	FLOTATION SYSTEM INCLLIDING IMPROVED LOCKING FRATURES	Trale
6924586	34110533	79101748.0	334859	3016879	873338	\$412109	350480	961773	673103	Applitanter
1/29/79	9/4/81	101/79	\$131179	8/22/19	6/9/86	<b>2</b>	3/12/92	J0/1492	16/17/6	PSTIMLE
1465	1095571	0001930	1185011	330149	4803742		3245716	5205341	5144707	FriNumber
18/1/9	4/27/82	Here	6/23/81	12/1/20	2/14/89		9/11/93	J15/94	9/8/9/	Indiede
50 F/91	974.28	101111	86/11/9	811789	90/6/9	11/12/87	9/11/97	215/98	וויומנ	EspDate
	Expired for future to pay 8th year annuity	Awaria, Switzerland, West Oremany, France, Italy, Neberlands, Sweden - all lapsed for failure to pay 1948 annuity, U.K. Impact for failure to pay 1991 sumuity			Sildo-A-Rod		Indusion Tray with Fid Edges	lifotation Tray Design with lifange; Input 2/15/98 for non-payment of maintenance for	Foun Parimeter Flotation System Using Villero Festerum	Remerks

**D**102

12:11	ı s	KADDEN AF	RPS → OPF	R/ASSIO	GNMENTS					NO.821
80C-036	SDC-016	880035	SBC-034	8110-4013	ABC-012	886-031	\$BC-031	SEC-031	SEC-010	ClentRef
Canada	Australia	United States of America 980058	United States of America 980038	United States of America 980058	United States of America 980058	United States of Asserica 980018	Capada	Australio	Venezuela	CountryNerne
910058	980058	nica 920058	zica 940031	ejca 980858	cica 980058	rica 9800J8	960038	. ESDOR6	980058	CAM Number
ŧ	ġ	38	300	300	<b>3</b> .	38	\$	喜		2
Ē	, <b>2</b>	. 046	910	038	937	90	912	8	035	
METHOD AND APPARATUS PCM MANUBACTURBNO MATTHESSES	METICOD AND APPARATUS FOR MANUPACTURUNG MATTRESSES	SOFA DED WITH MATTRUSS LONGITUDHALLY COMPRESSED FOR STORAGE AND METHOD	PRICESS FOR MANUFACTURING FIRE- RETAXDANT COTTON FELT	MATTRESS OR CUSHION SPAING ASSEMBLY	MATTRESS FOUNDATION	FLOTATION MATTRESS	II YBRID PLOTATION MATTRESS HAVING PROTECTIVE WATERPROOF LINSR	IYURED PLOTATION NATERESS HAVING PROTICTIVE WATERPRIOOF LINER	PLOTATION MATTRESS	1601
2189549	1136293	234168	903106	6221186	636098	919010	191110M	7874081	162479	ApplNumber
12/29/94	12/19/94	4/14/11	9/4/74	10/36/73	11/28/75	9/2/78	12/23/81	וגעועו	8/11/79	PWDate
		4)78609	3968541	4051567	4012801	4245363	1167177	344327	11677	PalNumber
		CAYSIA	711.3776	10/4/77	ווענע	12011	39 <b>74</b>	11/21/83	SIEVET	IsaDerie
12/29/14	6/17/97	4/14/01	7/13/93	10/4/94	30294	9/1/98	5/8/01	122216	3/8/97	ExpDate
		Hide-A-Ibed Mechanica	Fire-Retardard Cotton Felt	Wire-Tied Assembly with Reinforced Spring Edge	Reionforced Box Spring Foundation - Ceils and Module	Water Bod w/Two Codle in Border				Remarks

07/15/2002

TRADEMARK REEL: 002522 FRAME: 0636

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12:11	S	SKADDE	EN ARPS → OF	PR/ASSIGNMEN	NTS				NO.821
\$00.437	\$BC-017	9BC-037	8BC-016	8DC-036	\$BC-036	\$BC-016	8BC-036	\$BC4036	CleniRef
China	Carrada	Australia	United States of America 980058	United States of America 910055	Russian Federation	Patent Cooperation Trust 980038	Mexipo	European Palent Office	CountryName
980058	980088	380038	varies 980038	Miles 990058	\$80038	Trus 980018	961030	fize 980038	CANI Number
<b>\$</b> 00	<del>5</del> 0	190	300	79	훃	400	\$	\$	, E
109	\$	9	200	25	<u> </u>	. 2	063	2	
CONDITIONING POCKETED COIL SPRINGS	CONDITIONING POCKETED	CONDITIONING POCKETED COIL SPRINGS	METHOD FOR MANUFACTURING MATTRESSES OR BOX SPRINGS, INCLUDING IMPROVED SPRING TRANSFEX	METHOD AND APPARATUS FOR MAYUFACTURING MATURESSES OR BOX SFRINGS INCLUDING IMPROVED SPRING TRANSFER	METHOD AND APPARATUS POR MANUFACTURING MATTRESSES	METRODAND APPARATUS POR MANUPACTURING MATTNESSES	NETTIOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPHINGS INCLLIDING IMPROVED SPRING TRANSFER	METHOD AND APPARATUS FOR MANUPACTURING NATTRESSES	Ti0:
94195182.0	2197647	15962193 .	118814	01/4E6861	961231.73	PCT/US9414996			ApplNumber
12/10/94	12/30/94	12/19/94	\$16494	56/9/9	[7/19/94	12/25/94			PiDyle
			1471723		•				PadNumber
	·		12503						) <sub>in</sub> Dale
12/10/14	13/30/14	12/30/14	3/6/14		127.9/14				Espliale
			(Vie Urush	Oris Bruth (Abandonsul)		Falcred rational stage in Assorblia, Canada and Russia	Application not filed per Saul Operates of Groupo due to Late instructions and priority date was mixed		Remarks

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Chauda China EFO.

previously filed in Africa Australia, Poland and Hungary, Russia, Czech, Entered rational phase in

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Heat Treating (Method and Apparatus)

Weld Method Using Indexed

Jany (Div)

07/15/2002

**TRADEMARK REEL: 002522 FRAME: 0638** 

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ChapiRuf	ComstryiNume	CAM Number	3		Tide	ApplNumber	7Watz	Pathenter	14Dale	ExpDale	Reparks
\$10C-031	Audrelia	\$80058	<b>.</b>	3	APPARATUS FOR MANUPACTURING MATTRESSES AND BOX SPRINGS	1581691	12/19/94			42597	
SEC-038	Carjada	980058	\$	25	APPARATUS FOR MANUFACTURINO MATTRESSES AND BOX SPRINGS	118526	12/19/94			1324114	
800-038	Euopean Patent Olflow	980058		982	METHOD & APPARATUS FOR MANUFACTURINO MATTRESSES & BOX SPRINGS	93907213.3	121984			13/19/14	
S BC Q 34	ilong Kong	350038	<b>100</b>	198	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS						
SECON	ipa	350916	400	3	APPARATIJS FOR MANUFACTIFRING MATTRESSES AND BOX SPHUNGS	324010/93	[7]994			12/29/14	
SDC-018	Karel South	900036	20	줖	APPARATUS FOR NANUPACTURINO MATTRESSES AND BOX SPRINGS	703061/96	177994	·		19/29/14	
SECODE	Мехію	\$20038	충	\$	APPARATUS FOR MANUFATURING MATTRESSES AND BOX AND BOX SPRINGS	551020	NUNS			\$10H3	Exam requested and annuit poid; next ansairy due upon grant
SECOIS	Patent Cooperation Treat 980018	1.980018	#20	8	APPANATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	PCT/ILS94/34430	12/29/94				Entered national phase in Poland, S. Kerea, Japan, Russia, Aurbalia, Carada, previously filed in Mexico

CHentiket	( Country Name	CAM Number			T164	ApplNumber	FilDuta	PalNumber	lesDate	ExpDate	Rentwiks
8BC-018	Polund	\$60036	400	. <u>\$</u>	APPARATUS FOR MANUFACTURING MATTRESSES AND DOX 8PRINGS	316310	12/29/94			12/79/94	:
\$BC038	Russian Federation	9 600158	ģ	9	APPARATUS FOR MARRIPACTURINO MATTRESSES AND BOX SPRINGS	96121926	12/29/94			12/19/14	
\$BC-038	United States of Assuring 980033	180081	36	. 3	APPARATUS FOR MANUFACTIMINO MATTRESSES AND BOX SPRINGS	21233	3/14/94	544905	£/29/93	3/14/14	Jack Shafi/Coller litead Improventents
8BC-019	United States of America 980038	\$400\$8	동	3	ADJUSTABLE LUMUAR SUPTOHT FOR FLOTATION SYSTEMS	068011	8/2493	3353454	101 IVI	10/1 1/98	Hotation Tray System
SIKC-040	Australia	980038	8	Ď	INNERSPRING: CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	2473193	313195			670197	
SDC-040	Canada	980050	* \$	101	RINBREPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERESTICS CHARACTERISTICS	2189533	5/5/95			5/3/15	
\$PC-048	Buropean Palent Office	980038	\$	9	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERS TICS						
SBC-040	Palent Cooperation Treat 980018	860016 P	\$	074	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	FCTYU895/05701	3/3/95				Entered material phase in Russia, Australia and Can

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SKADDEN ARPS → OPR/ASSIGNMENTS

TRADEMARK REEL: 002522 FRAME: 0640

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ClicatRef	ComicyName	C'AM Number	7		TILLe	ApplNumber	POLIDade	PrdNumber	LasDate	Step Darke	Renucla
\$BC-040	Rusing Federation	150016	ŝ	<b>1</b> 00	INNERSPRING CONSTRUCTION INCLUDING INFROVED EDGE CHARACTERISTICS	96123132	\$1509.5	-		\$1965	
\$90-040	United States of America 980858	980038	360	2	INNERSPRING CONSTRUCTION INCLUDING IMPROVED ROOF CHARACTERISTICS CHARACTERISTICS	230833	5/5/94	5499414	3/19/96	315114	Tanisa Bu: Edge Suppo
EDC-041	European Petori Office	98(0)(86	\$	₹	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING INNERSPRING CONSTRUCTIONS	95906589.7	123084			12/10/94	
110-048	Hong Kong	910031	\$	209	METRIOD AND APPARATUS FOR PROVIDING IMPROVED INCRETED IMPERSPAING CONSTRUCTIONS	-					
SBC-041	Mexico	\$5008	吉	<b>6</b> 5	METIOD & APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	953772	8/11/95			61108	From requested and man poid; need aroustly due up grant
8DC-041	Pateri Cooperation Treat 980059	980059	ŝ	051	METHOD AND APPARATUS FOR PROVIDING (MPROVED) POCKETED INNERSPRING CONSTRUCTION	PCT/US94/13266	12/30/84				Refered national phase in RPO, previously filed in Mexico
890041	United States of Accepted 980058		\$	2	METHOD AND APPARATUS FOR PROVEDING IMPROVED POCKETED INVERSPRING INVERSPRING CONSTRUCTION	08/302417	\$1816	3621833	403197	9/8/14	Сънут

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Cllerabled	Countrytismu	CAM Number	¥.	Tule	ApplNumber	Milbale	PalNumber	lu Dute	EupDate	Remarks
SBCQ42	Canada	910051	<b>4</b> (0) 068	1	2026822	0655/01	2026811	9/12/95	01/6/01	871 Lines pulant
				MATTRESSES, CUSINONS, AND THE LIKE AND PROCESS FOR MANUFACTURING SAID CONSTRUCTION	٠.					
\$BC042	United States of America, 980038	ca 940034	300 049	INNERSPRING CONSTRUCTION FOR MATTRESSES, CLISHONS, AND THE LIKE AND PROCESS	414801	1/16/90	3016303	82181	226/10	D'Linus Finished Pocketed Coil Construction
				FR LIKE PROCESS FOR MANUFACTURING SAID CONSTRUCTION		·		,		
8DC-043	Casada	980033	100 069	METHOD AND APPARATUS POR ASSEMBLING ANNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS OK THE LIKE	2026817	1007/2/00	7026817		10/3/10	l'St.énes palent
SDC460	United States of America 980059	or 380029	J00 050	METHOD AND APPARATUS FOR ASSEMBLING INVERSIFIED CONSTRUCTION FOR MATTERISSES, CUSHIONS AND THE LIKE	40 40 40	27650	5126004	6/10/92	DIFIG	I'i Liwa Pocketod Ceil Acsembly
*HC-OH	Patent Cooperation Trust 980058	850046 FF	400 075	KNOCK DOWN MATTRESS SYSTEM	PCT/US95/10257	56/31/4				Did not enter the retional
SBC-044	Sprin	93001	£0.	POCKETED SPRING ASSUMBLY	295797	98/10/1	195797		11116/95	
PPC-D44	United States of America 910018	¥ 980018	160 00E	KNOCK DOWNMATTRESS	01/398227	30.93	5357813	9/24/96	נוומנ	KD Matteress
\$9C.045	Palent Coopernion Treal 98003]	150086 PF	400 079	KNOCK DOWN FOUNDATION PCT/US95/09920 FOR A HED	PCT/U895/09920	EWW)				Did not coder the endironal

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CllentRef	CountryName	CAM Number			Title	Applitumber	PILDete	PadNamber	ImDate	EapDate	Recurs
SBC-045	United States of America 989055		300	t\$0	KNOCK DOWN FIXINDATION 199167 FOR A DED		SOUE	3469319	11/211/95	פושנ	KD/RTA Foundation
SBC446	United States of America, \$40058		8	8	COILER APPARATUS						Coiler Lap Seat; Diactors dropped per client
SDC-047	Aurealia	98005#	È	흉	MULTIPLE FIRMNESS MATTRESS	15907/95	9/13/93	695946		9/15/17	
\$I3C-047	limati	860016	4	Ŧ	MULTIPLE FIRMINESS MATTRESS	P19510583:2	9/15/95			9/15/17	
8BC047	Cunada	910051	ē	43	MULTIPLE FIRMNESS MATTRESS	2213750	9/65/95	-		911717	
8BC-047	Cluima	980038	Š	돐	MULTIPLE FIRMNESS MATTRESS	93197916.7	9/13/95			9/13/17	
BBC-047	European Palent Office	980038	ŧ	=	MULTIPLE FIRMNESS MATTRUSS	95931129.9	9/15/95			9/15/17	
8BC047	Hong Kong	980058	<b>†</b>	210	MULTIPLE FIRMINESS MATTRESS	98(10643.)	86/91/6				
SBC-047	Jupan	\$10018	Ŝ	Ŧ	MIJLTIPLE FIRMNESS MATTRIESS	534012/1996	315/95			9/15/117	
SIJC-047	Korea, South	\$1003	Ŝ	13	MULTIPLE FIRMNESS MATTRESS	97-707891	\$415/95			9/13/17	
SBC-047	Mexico	980038	<del>1</del> 00	5	MULTIPLE FILMNESS MATTRESS	978599	9/11/95			9/13/17	
8DC-047	Falent Cooperation Treat 980038	980038	6	080	MULTIPLE FIRMNESS MATTRESS	PC17US95#1785	9/13/95				
SDC-047	Russim Federation	980058	喜	돚	MULIPIE FIRMNESS MATTRESS	97120508	9/15/95			9/65/17	
80C-047	United States of America 980038	980038	360	2	MULTIPLE FIRMNISS MATTRESS	00/430308	\$110/95			!	Multiple Farmess
										2	

BF0-2418	\$19C-048	SDC-049	8BC-048	3BC-048	8.DC-049	SDC-048	SBC-049	SECOM	
Audralia	Bangtadich	Bræil	Chada	Chip	Buropean Patent Office	Hong Kong	India	lysel .	Japan
910051	920088	980058	980054	980050	980038	980058	9800318	980058	980038
ŧ	450	\$	\$	ŧ	\$	8	ģ	<b>\$</b> 02	40
ĕ	047	150	≅	152	· \$	==	026	ī	ន
METIKOD AND APPARATUS FOR FORMING STRINGS OF KOCKETED SPRINGS	RISTROD AND APPAILATUS FOR PORMING STRUNGS OF POCKETED SPRINGS	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKSTED SPRINGS	METHOD AND APPARATUS FOR FORMING STRINGS OF FOCKETED SPRINGS	MRTHOD AND APPARATUS YOR FORMING STRINGS OF POCKSTED SPRINGS	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	METHOD AND APPARATUS FUR FORMING STRINGS OF POCKETED SPRINGS	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	MHTIKOD AND APPARATUS FOR PORMING STRINGS OF POCKETED SPHINGS	METHOD AND APPARATUS FOR FORMING STRINGS OF
61061/96	63/96	P19409004-9	222)799	96196143,0	96918387.9	1.16013186	1244081/96	122402	50195711997
6/6/96	PARRY	6/6/96	6/6/96	94/9/9	6/6/96	\$478276	6/7/96	96/9/9	678/96
619724									
7/16/98									
91/3/9		91(8)19		616796	6/6/06				918/18
	Audralin 980058 400 149 RETTROD AND APPARATUS 61061/96 618/96 619724 7/16/98 For forming strings of Pocketted springs	Амагайн         980058         400         149         МЕТТКОД АИД АРРАВАТИЗ         61061/96         6/6/96         689734         71/6/90           Валрамай         980058         470         007         ALETHOD AND APPANATUS         61/96         6/8/96         6/8/96         6/8/96           Валрамай         980058         470         007         ALETHOD AND APPANATUS         61/96         6/8/96         6/8/96           Воскител         9781NGS         9781NGS         6/8/96         6/8/96         6/8/96	Audralin 980058 400 849 METTROD AND APPARATUS 61061/96 61696 689734 7176/98  Bangladab 980058 400 087 AUSTROD AND APPARATUS 65/96 66896 FOR FORMING STRINGS OF POCKETED SPRINGS  Brazil 980058 400 159 METTIOD AND APPARATUS P19609904-9 65/96 POCKETED SPRINGS FOR FORMING STRINGS OF POCKETED SPRINGS	Audralin         980058         400         149         METINOD AND APPARATUS         61061/96         61695         689734         71698           Bangladeab         980058         470         087         ARETHOD AND APPARATUS         63/96         66896         689734         71698           Brazil         980058         470         150         METHOD AND APPARATUS         63/96         66896           Brazil         980058         400         150         METHOD AND APPARATUS         P19609904-9         66696           Brazil         980058         400         151         METHOD AND APPARATUS         P19609904-9         66696           Cada         980058         400         151         METHOD AND APPARATUS         2227799         66696           Cada         980058         400         151         METHOD SPRINGS OF POCKETED SPRINGS OF PO	Australin         980058         400         149         METTROD AND APPARATUS POR FORMING STRINGS OF POCKETHD SPRINGS         6105196         61696         699724         771698           Bangladeab         980059         470         007         ALETHROD AND APPARATUS POCKETHD SPRINGS         63/96         61896         61896         61896           Brazil         980058         400         150         METHOD AND APPARATUS POCKETED SPRINGS         P19409504-9         61696         61696           Cadada         980058         400         151         METHOD AND APPARATUS POCKETED SPRINGS         P19409504-9         61696         61696           Chian         980058         400         152         MRTHOD AND APPARATUS POCKETED SPRINGS         222)799         61696           Chian         980058         400         152         MRTHOD AND APPARATUS POCKETED SPRINGS         222)799         61696           Chian         980058         400         152         MRTHOD AND APPARATUS POCKETED SPRINGS         222)799         61696           Chian         980058         400         152         MRTHOD APPARATUS POCKETED SPRINGS         26196143.0         61696	Australia   990058   400   149   AETROD AND APPARATUS   61061965   689724   711698   FOR FORMING STRINGS OF FORMING STRINGS OF FOR FORMING STRINGS OF FOR FORMING STRINGS OF FORMING	Audralin 980058 400 149 METHROD AND APPARATUS   6106196 689734 71698   FOR	Audralia   940054   400   149   AETTROD AND APPARATUS   6106196   61896   61896   61896   61896     Blangladeab   980058   400   017   ARETROD AND APPARATUS   61996   61896   61896     PROCESTED   SPRINGS OF POCKETED SPRINGS	Australin   940051   400   449   METTROD AND APPARATUS   61695   61695   619724   771698

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CllentRef	Cousins Name	CAM Number	`		1.1.P	AndiNumber	Pillin.r.	DaiNamkas	le Dale	Renillada.
SBC041	Kora, South	910051	\$	<b>25</b>	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	97-708896	616196			91/96/8
\$BC04	Malaynia	918058	<b>6</b>	8	MBITIOD AND APPARATUS FOR FORMING STRINGS OF INGKITED SPRINGS	9602289	6/6/96			
89 P-O418	Mexico	980058	8	5	MRTHOD AND AFFARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	979661	6/6/34			6/16/16
\$BC048	Pakitan	980038	60	8	METHOD AND APPARATUS FOR FORMING STRINGS OP POCKETED SPRINGS	0332/96	6/6/5/6	135320		6/6/16
SBC048	Palent Cooperation Treat 980051	u 980051	ŧ	280	METHOD AND AIPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PCT/US96/09700	6/5/96			
\$BC048	Philippines	980039	2	<u>s</u>	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED. SPRINGS	53325	6/6/96			
SDC-048	Poland	9100018	È	포	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	323133	6/6/96			6,6/16
SDC-048	Rusian Poderation	980038	,喜	3	METHOD AND APPARATOS FOA PORMING STRINGS OF POCKETED SPRINGS	58000088	6/6/9/6			6/16/16
SECO18	Tunn	90058	48	880	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	DS107251	6/17/96			917/16

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CheelRef	CountryNune	CAM Number			Tue	ApplNumber	MUDate	PalNumber	1 4	er (puDate	
SDC-048	Thelland	980038	\$	. 32	METIIOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	R081 CO	6/6/96	•			6/6/06
SDC-04	Ukraine	810086	<b>*</b>	159	METRIOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	K/8C001036	Ø16134	\$	956	356	986
SBC-148	United States of America 980058	980058	380	055	METHOD AND APPARATUS FOR FORMING STRINGS OF FOCKETED SPRINGS	OR478915	Ś	Seilo	1995 3613297		3613237
EUC-049	Austri	980058	8	129	METRIOD OF PACKAGING RESILJENTLY COMPRESSIBLE ANTICLIIS	33634/99	<b>£</b>	8/14/55	490	488	4193 8/14/15
890-049	Unuzi	850086	480	130	METHODOP PACKAGING RESILJENTLY COMPRESSIBLE ARTICLES	P19510568-9	<b>3</b>	\$(14/5)	195	195	49) B!4!0
9BC-049	Canada	150086	\$	3	MHTHOD OF FACKAGING RESILIENTLY COMPRESSIBLE ARTICLIES	2217645	3	8/14/95	. 93		4033 8/14/1.5
\$BC-049	China	980038	È	132	MUTHOD OF FACKAGING RESILIENTLY COMPRESSIBLE ANTICLES	95197864.0	差	:#:I-\$/55	<del>\$</del> 35	499	4795
\$BC-049	European Palent Office	\$10058	\$	£	METHOD OF PACKAGING RESILIENTLY COMPRESSIBILI ANTICLES	95930176.3	æ	B/14/95	14/95	14/95	8/14/55
8BC-049	Hong Kong	980058	. 8	191	METISOD OF PACKAGINO RBSI JENTLY COMPRESSIBLE ANTICLES	98109113.6	될	7/13/98	TAPE.	13/98	
SBC-049	ier <u>s</u> i	980034	\$	8	METIHOD OF PACKAGING RHBILLBYTLY COMPRESSIOLE APTYCLES		2	8/14/95	493	453	4/95

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	SBC-049 Poland			
	980058	9,000 \$1	980058 980058	980058 980058
	<b>\$</b>	•	•	·
	136 METROD OF PACKAGING RESILIENTLY COMPRESSIBLE ANTICLES	METROD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES ARTICLES ARTICLES CESILIENTLY COMPRESSIBLE ARTICLES	METROD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES ARTICLES ARTICLES METIOD OF PACKAGINO RESILIENTLY COMPRESSIBLE ARTICLES ARTICLES ARTICLES	METROD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES  METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES  METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES
	312685	3/2685 9/118604	3/2685 9/118604 9/16065	322685 97118604 97118604
	80108	8/14/95 8/14/95	8/14/95 8/14/95	#/14/95 #/14/95
	٠	•	•	•
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8BC-052	Maleysia	980031	8	<b>=</b>	METISOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	P19802633	6/13/98				
\$BC-052	Peruna	920031	<b>♣</b> 00	<b>3</b>	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL STRINGS	16323	6/1/98				
8BC-057	Patent Cooperation Trust 980058	14 9E0058	\$	5	METTIOD AND APPARATIS FOR MANUFACTURING A LENGTE OF CONNECTED COIL SPRINGS	PCT/US98/I 1353	3129D8				
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880-051	Philippines	980058	<b>6</b> 3 191		METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL STRINGS		\$1.5g				
8BC-052	Bouth Africa	980058	<b>6</b> 2	<u> </u>	METHOD AND AFFARASIS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	98/4693	601/58				
8BC-017	Túwan	910058	<b>10</b>	<u>2</u>	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	\$7108577	649179			·	

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8BC-052	United States of America 980038	ica 98003\$	300	83	INDUCTION HEATING PROCESS & APPARATUS	01/068120	\$/30/97			\$/30/17	Had Treeling - The Collin
8DC-032	Venezueli	98005R	ŧ	5	METHOD AND APPARATUS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COLL SPRINGS						
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Annex E: Trademarks

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

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#### SCHEDULE V

# FILING OFFICES FOR UCC FINANCING STATEMENTS

Grantor: Simmons Company

	State	Iocal .	Central
,	Arizona		
1.		-	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 Secretary of State
		Office of the County Clerk, Davidson County	
15.	Ohio	Office of the County Recorded of Franklin County	Office of the Secretary of State

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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.

#### Grantor: Simmons Holdings, Inc.

	State	Local	Central
1.	Delaware		Office of the Secretary of State
2.	Georgia	Clerk of the Superior Court of Cobb County	Office of the Secretary of State

# Grantor: Simmons International Holding Company, Inc.

	State	Local	Central
1.	New York	N.Y.C. Register- New York County	Office of the Secretary of State
2.	Georgia	Clerk of the Superior Court of Cobb County	Office of the Secretary of State

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#### SCHEDULE VI

Insurance Certificates

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A.	omes All Risk Property Subject to Policy	SEE ATTACHED	10/25/98	9/30/99	See Attached	!
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Simmons	Company	<del></del>
10/29/98 - 9/30/99 Property/I		ery Program
Layer	Competty	Policy No.
S2.5MM Primary	Lexington	8521790
SSMM p/o SIOMM e/o S2.5MM	GenStar	IPG353576A
\$2.5MM pro \$10MM ero \$2.5MM	Essex	MSP2943
\$2.5MM p/o \$10MM c/o \$2.5MM	First Specialry	PRP77008-B
51.5MM p/a \$2.5MM e/o \$12.5MM	Agricultural	CPP2996130
\$1MM p/o \$2.5MM e/o \$12.5MM	Frontier	FCP2996130
\$10MM e/o \$15MM	TBD	TBD
1.106.464,724 Blanker Execus	Zurich	ERP2820960-01
\$15MM e/o \$90MM DIC	Hartford	10X1_SQG3092
\$100MM B&M	Travelers	BMG849K7382

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# Lender's Loss Payable Endorsement-Form 438 BFU

- 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.
- 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.
- 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.

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- 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 tider 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 rate 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

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#### SUPPLEMENT TO SCHEDULE 1

# Security Collateral

#### PART 1

# Pledged LLC Membership Interests

Issuer	Held (Pledged) By	Percentage of Ownsership
The Simmons Manufacturing Co., LLC	Simmons Company	100%
World of Sleep Outlets, LLC	Simmons Company	100%
Simmons Contract Sales, LLC	Simmons Company	100%
Dreamwell, Ltd.	Simmons Company	100%
Simmons Capital Management, LLC	Simmons Company	100%

#### Pledged Stock

<u>Issuer</u>	Held (Pledged) By	Total Shares	Certificate No.	Percentage of Outstanding Stock
Gallery Corp.	Simmons	1,000		100%
	Company			

# PART II

# Pledged Notes

Issuer of Note	<u>Pledgor</u>	<u>Date</u>
Simmons Company	The Simmons	December 28, 2001
	Manufacturing Co.	
Simmons Company	World of Sleep Outlets,	December 28, 2001
	LLC	·
Simmons Company	Simmons Contract Sales,	December 28, 2001
	LLC	
Simmons Company	Dreamwell, Ltd.	December 28, 2001
Simmons Company	Simmons Capital	December 28, 2001
	Management, LLC	
Simmons Company	Gallery Corp.	December 28, 2001
The Simmons	Simmons Company	December 28, 2001
Manufacturing Co.		·
World of Sleep Outlets,	Simmons Company	December 28, 2001
LLC		
Simmons Contract Sales,	Simmons Company	December 28, 2001
LLC		
Dreamwell, Ltd.	Simmons Company	December 28, 2001
Simmons Capital	Simmons Company	December 28, 2001
Management, LLC		
Gallery Corp.	Simmons Company	December 28, 2001
Simmons Company	Gallery Corp.	December 28, 2001
The Simmons	Simmons Capital	December 28, 2001
Manufacturing Co., LLC	Management, LLC	
World of Sleep Outlets,	Simmons Capital	December 28, 2001
. LLC	Management, LLC	
Simmons Contract Sales,	Simmons Capital	December 28, 2001
LLC	Management, LLC	
Simmons Capital	Dreamwell, Ltd.	December 28, 2001
Management, LLC		• •
Gallery Corp.	Simmons Capital	December 28, 2001
	Management, LLC	

#### SUPPLEMENT TO SCHEDULE V

# FILING OFFICES FOR UCC FINANCING STATEMENTS

	<u>Grantor</u>	<u>State</u>	Filing Location
1.	The Simmons Manufacturing Co.,	Delaware	Office of the
	LLC		Secretary of State
2.	World of Sleep Outlets, LLC	Delaware	Office of the
			Secretary of State
3.	Simmons Contract Sales, LLC	Delaware	Office of the
			Secretary of State
4.	Gallery Corp.	Delaware -	Office of the
			Secretary of State
5.	Dreamwell, Ltd.	Nevada	Office of the
			Secretary of State
6.	Simmons Capital Management, LLC	Nevada	Office of the
			Secretary of State

# Supplement to Schedule 4.1 Subsidiaries of Company

# (5) Subsidiaries

# Limited Liability Companies

Entity (Jurisdiction of Formation)	Company Direct Ownership
The Simmons Manufacturing Co., LLC	100%
(Delaware)	
World of Sleep Outlets, LLC (Delaware)	100%
Simmons Contract Sales, LLC (Delaware)	100%
Dreamwell, Ltd. (Nevada)	100%
Simmons Capital Management, LLC (Nevada)	100%

#### **Corporations**

Entity (Jurisdiction of Incorporation)	Authorized capital (par value)	Shares outstanding	Company Direct Ownership
Gallery Corp.	.01/share	1,000	100%
(Delaware)			

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