

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌⇌⇌ ▼ RECORDATION FORM COVER SHEET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Dreamwell, Ltd. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Nevada limited liability company Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: UBS A.G., Stamford Branch Internal Address: Street Address: 677 Washington Blvd. City: Stamford State: CT Zip: 06901 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Swiss corporation qualified in Connecticut If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Counterpart Agreement Execution Date: December 28, 2001

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) attached [x] Yes [] No

B. Trademark Registration No.(s) 1521862 2030907 1378122 1198771 2283361 1833346 566513 1710062 2360532 602721 2010820 1404977

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elaine D. Ziff, Esq. Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP Street Address: Four Times Square City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 230

7. Total fee (37 CFR 3.41) \$ 5,765.00 [] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 19-2385 [Our Ref: 244130-377] (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Steven M. Rosenthal Name of Person Signing Signature Date July 15, 2002 Total number of pages including cover sheet, attachments, and document: 152

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box 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
76/111130	2134989	532319	1988656	2378022
75/594550	1696129	2022446	1931251	1816903
76/311487	2115921	548280	1554755	2373835
	2036089	235949	2025433	1961293
	2036091	511415	672494	2515348
	2144887	1895134	512547	522187
	1359240	1900677	2028820	768188
	612187	1955483	1875283	525694
	1988651	970738	1898953	525695
	283763	2017734	866628	523897
	1988643	2036090	1959612	2012934
	1689575	1988644	2091655	1904446
	1779689	983932	811703	1904445
	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	
	1993518	514494	2407982	
	2201922	2038305	2487919	
	2026022	1553754	522272	
	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	

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
76/111130	2134989	532319	1988656	2378022
75/594550	1696129	2022446	1931251	1816903
76/311487	2115921	548280	1554755	2373835
	2036089	235949	2025433	1961293
	2036091	511415	672494	2515348
	2144887	1895134	512547	522187
	1359240	1900677	2028820	768188
	612187	1955483	1875283	525694
	1988651	970738	1898953	525695
	283763	2017734	866628	523897
	1988643	2036090	1959612	2012934
	1689575	1988644	2091655	1904446
	1779689	983932	811703	1904445
	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	
	1993518	514494	2407982	
	2201922	2038305	2487919	
	2026022	1553754	522272	
	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	

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.]

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

WORLD OF SLEEP OUTLETS, LLC

By: William A. Cullen
Name: WILLIAM S. CREEKMAN
Title: EVP
Address: One Concourse Parkway, Suite ~~600~~ ⁸ / u
Atlanta, GA 30328

THE SIMMONS MANUFACTURING CO., LLC

By: William A. Cullen
Name: WILLIAM S. CREEKMAN
Title: EVP + CFO
Address: One Concourse Parkway, Suite ~~600~~ ⁸ / u
Atlanta, GA 30328

DREAMWELL, LTD.

By: David R. Hancock
Name: DAVID R. HANCOCK
Title: SECRETARY
Address: 2375-B Renaissance Dr., Ste 15
LAS VEGAS, NV 89119

SIMMONS CAPITAL MANAGEMENT, LLC

By: David R. Hancock
Name: DAVID R. HANCOCK
Title: SECRETARY
Address: 2375-B Renaissance Dr., Ste 15
LAS VEGAS, NV 89119

SIMMONS CONTRACT SALES, LLC

By: *W. S. Creech*
Name: *WILLIAM S. CREECH*
Title: *EVP*
Address: One Concourse Parkway, Suite ⁸600
Atlanta, GA 30328 *W*

GALLERY CORP.

By: *W. S. Creech*
Name: *WILLIAM S. CREECH*
Title: *VICE PRESIDENT*
Address: One Concourse Parkway, Suite ⁸600
Atlanta, GA 30328 *W*

SCHEDULE IV TO PLEDGE AND SECURITY AGREEMENT

Revised Annex E

Domestic Trademarks owned by Dreamwell, Ltd.

U.S. TRADEMARKS

Trademark Name	Reg. No.	Reg. Date	Status
TRITON			Allowed
DESIGN YOUR PERFECT BED			Allowed
ORTHOCARE			Allowed
BACKCARE	76/321693	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	Pending
SIMMONS BACKCARE	76/343886	30-Nov-01	Pending
BETTER SLEEP FOR THE TWO OF YOU	76/343885	30-Nov-01	Pending
WORLD CLASS	76/360472	7-Jan-02	Pending
BODYCARE	Info	9-May-02	Pending
BODYCARE KIDS	Info	9-May-02	Pending
BODYCARE KIDS (with Design)	Info	9-May-02	Pending
TWO STORY (STYLIZED)	76/230454	F. 3/26/01	Published
DEEP SLEEP BY BEAUTYREST	Info		Published
BEAUTYREST (STYLIZED)	76/311487	F. 9/13/01	Published
CONCORDE	1521862	24-Jan-89	Registered
ACHIEVER	2030907	14-Jan-97	Registered
BEAUTY CLOUD	1378122	14-Jan-86	Registered
BEAUTY SLEEP	1198771	22-Jun-82	Registered
BEAUTY SOFT	2283361	5-Oct-99	Registered
BEAUTY-EDGE	1833346	26-Apr-94	Registered
BEAUTYFOAM (STYLIZED LETTERING)	566513	11-Nov-52	Registered
BEAUTYLOFT	1710062	25-Aug-92	Registered
BEAUTYLOFT	2360532	20-Jun-00	Registered
BEAUTYREST (STYLIZED)	602721	1-Mar-55	Registered
BEAUTYREST	2010820	22-Oct-96	Registered
BEAUTYREST CONTINENTAL	1404977	12-Aug-86	Registered
BEAUTYREST POCKETED COIL	2146996	31-Mar-98	Registered
BEAUTYREST	1904444	11-Jul-95	Registered
BEAUTYREST	621296	14-Feb-56	Registered
BEAUTYREST (STYLIZED)	512535	19-Jul-49	Registered
BEAUTYREST (STYLIZED)	1788183	17-Aug-93	Registered
BEAUTYREST (STYLIZED)	207821	12-Jan-26	Registered
BELMONT	732490	5-Jun-62	Registered
BELMONT	513425	9-Aug-49	Registered
BRUSSELS	2,033,494	28-Jan-97	Registered
CARESSE	1324591	12-Mar-85	Registered
CENTROPEDIC	984972	28-May-74	Registered
CHAMBOURG	2089232	19-Aug-97	Registered
CHELSEA	1988659	23-Jul-96	Registered

COLLECTOR'S EDITION	2158865	19-May-98	Registered
ADJUSTO-REST	2134989	3-Feb-98	Registered
ADJUSTABLEBED & DESIGN	1696129	23-Jun-92	Registered
CONNOISSEUR COLLECTION	2115921	25-Nov-97	Registered
CONTENDER	2036089	4-Feb-97	Registered
CONTESTANT	2036091	4-Feb-97	Registered
CONTOUR FIT	2144887	17-Mar-98	Registered
CONTOUR-FLEX	1359240	10-Sep-85	Registered
CORRECT POSTURE	612187	13-Sep-55	Registered
CYPRESS	1988651	23-Jul-96	Registered
DEEP SLEEP	283763	9-Jun-31	Registered
ALEXANDER	1988643	23-Jul-96	Registered
ALEXANDRIA	1689575	26-May-92	Registered
AMERICUS	1779689	29-Jun-93	Registered
ASTORIA	2439815	3-Apr-01	Registered
AVONDALE	2020809	3-Dec-96	Registered
BABY BEAUTY	420150	26-Mar-46	Registered
BABY BEAUTYREST BACK CARE IV	1324572	12-Mar-85	Registered
BACKCARE	813001	16-Aug-66	Registered
BACK GUARD	1154910	19-May-81	Registered
BACK SHIELD	1780316	6-Jul-93	Registered
BACK-O-PEDIC	982543	23-Apr-74	Registered
DEEPSLEEP (STYLIZED)	518793	13-Dec-49	Registered
DORM BILT	573237	14-Apr-53	Registered
DREAM SLEEP	318383	23-Oct-34	Registered
DREAMWELL (STYLIZED)	506989	22-Feb-49	Registered
DUAL COMFORT (STYLIZED)	609109	19-Jul-55	Registered
ECONO-PEDIC	1042926	6-Jul-76	Registered
EDMONTON	2349540	16-May-00	Registered
EMINENCE	1747133	19-Jan-93	Registered
EMPEROR	1993516	13-Aug-96	Registered
ENTRE	2201922	3-Nov-98	Registered
EOS	2026022	24-Dec-96	Registered
EQUATION OF SLEEP	2079253	15-Jul-97	Registered
ROOSEVELT	1901372	20-Jun-95	Registered
ROYALTY	513422	9-Aug-49	Registered
RYAN	1988645	23-Jul-96	Registered
S (and Design)	2010817	22-Oct-96	Registered
S AND HOUSE DESIGN	1439986	19-May-87	Registered
SIMMONS AND GLOBE DESIGN	2146787	24-Mar-98	Registered
SIMMONS AND GLOBE DESIGN	2219191	19-Jan-99	Registered
SEA BREEZE (STYLIZED)	604475	12-Apr-55	Registered
SIM-CARE	794501	17-Aug-65	Registered
SIM-CLAD	804674	1-Mar-66	Registered
SIMCO	512530	19-Jul-49	Registered
SIMCOPEDIC	1201147	13-Jul-82	Registered
SIMCREST	787168	23-Mar-65	Registered
SIM-FIRM	2059719	6-May-97	Registered
SIMFLEX	839577	28-Nov-67	Registered
SIMFLEX	740633	13-Nov-62	Registered
SIMLOK	1027842	23-Dec-75	Registered
SIMMONS (STYLIZED)	532319	24-Oct-50	Registered
SIMMONS	2022446	10-Dec-96	Registered
SIMMONS	548280	18-Sep-51	Registered
SIMMONS COMPANY AND OWL DESIGN	235949	29-Nov-27	Registered
LA GRANDE (STYLIZED)	511415	21-Jun-49	Registered

LINCOLN	1895134	23-May-95	Registered
LORRAINE	1900677	20-Jun-95	Registered
MARQUIS	1955483	13-Feb-96	Registered
MAXIPEDIC	970738	16-Oct-73	Registered
MEADOWBROOK	2017734	19-Nov-96	Registered
MEDALIST	2038090	4-Feb-97	Registered
MILAN	1988644	23-Jul-96	Registered
MIRACLEPEDIC	983932	14-May-74	Registered
MONARCH	513421	9-Aug-49	Registered
MYSTIC	1991332	6-Aug-96	Registered
NEW YORKER	578082	28-Jul-53	Registered
OAKDALE	2019233	26-Nov-96	Registered
OLYMPIC (STYLIZED)	518794	13-Dec-49	Registered
PARAMOUNT	1542562	6-Jun-89	Registered
PARLIAMENT COLLECTION	1773632	25-May-93	Registered
PATIENT PROOF	647827	2-Jul-57	Registered
POCKET COIL	2304404	28-Dec-99	Registered
POCKET REST	2191136	22-Sep-98	Registered
POCKETED COIL	2252237	15-Jun-99	Registered
POLYCEL	1320759	19-Feb-85	Registered
POWER FLEX	1817456	18-Jan-94	Registered
POWER FIRM	2019731	26-Nov-96	Registered
POWER SLEEP	2418259	2-Jan-01	Registered
PROVIDENCE	1993378	13-Aug-96	Registered
PURPLE LABEL (STYLIZED)	514494	30-Aug-49	Registered
QUEBEC	2038305	18-Feb-97	Registered
QUINTESSENCE	1553754	29-Aug-89	Registered
REBECCA	1988639	23-Jul-96	Registered
RIVAL	2039393	18-Feb-97	Registered
SIMMONS PROGRAMS FOR PROFIT AND DESIGN	1203836	3-Aug-82	Registered
SLEEP LOGIC	2101915	30-Sep-97	Registered
SLEEPERS CHOICE	638778	18-Dec-56	Registered
ST. CAROLINE	2083945	29-Jul-97	Registered
SPECTRUM	1812950	21-Dec-93	Registered
ST. LAWRENCE	1893150	9-May-95	Registered
ST. MARTIN	2091139	26-Aug-97	Registered
ST. STEPHEN	2091138	26-Aug-97	Registered
ST. THOMAS	2083943	29-Jul-97	Registered
SULTAN	760360	19-Nov-83	Registered
TESTIMONIAL	1988650	23-Jul-96	Registered
THE BUNKSTER	2211672	15-Dec-98	Registered
THE DO NOT DISTURB MATTRESS	2030862	14-Jan-97	Registered
THE ULTIMATE AMENITY	1349436	16-Jul-85	Registered
TRAVELER (STYLIZED LETTERS)	515127	13-Sep-49	Registered
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
VANDEBILT	672494	13-Jan-59	Registered
WESTMINSTER (STYLIZED LETTERS)	512547	19-Jul-49	Registered
WILLOWBROOK	2028820	7-Jan-97	Registered
WINCHESTER	1875283	24-Jan-95	Registered
WINDSOR	1898953	13-Jun-95	Registered
WORLD OF SLEEP	866628	11-Mar-69	Registered
WORLD'S FINEST BEDDING SINCE 1870	1959612	5-Mar-96	Registered
EVENING WHISPER	2091655	26-Aug-97	Registered
FABRISAN	811703	26-Jul-56	Registered

FINALIST	2036088	4-Feb-97	Registered
FIRST IMPRESSION	2185599	1-Sep-98	Registered
5 ZONES	2344198	18-Apr-00	Registered
FIVE ZONES FOR YOUR BONES	2293403	16-Nov-99	Registered
FOREST GLEN	2017737	19-Nov-96	Registered
GLAMOUREST	865743	4-Mar-69	Registered
GLENDALE	2363836	4-Jul-00	Registered
GLENWOOD	2017733	19-Nov-96	Registered
GOLDEN VALUE	1556867	19-Sep-89	Registered
GRACELINE	210476	16-Mar-26	Registered
GREENWICH	1988658	23-Jul-96	Registered
HARMONY	1697653	30-Jun-92	Registered
HOSPITAL-BILT	826112	21-Mar-67	Registered
INMASTER	764680	11-Feb-64	Registered
JEFFERSON LUXURY	1922058	26-Sep-95	Registered
LA GRANDE	881255	25-Nov-69	Registered
POWERBEAM	2407982	28-Nov-00	Registered
POWER-PACKED	2487919	11-Sep-01	Registered
REGENCY (STYLIZED)	522272	14-Mar-50	Registered
SLEEP KING & DESIGN	522324	14-Mar-50	Registered
VOGUE	522243	14-Mar-50	Registered
THE MATTRESS BUILT THE WAY YOUR BACK IS BUILT	2440844	3-Apr-01	Registered
BEHIND EVERY GREAT LIFE IS A GREAT SUPPORT SYSTEM	2425329	30-Jan-01	Registered
BACKCARE	2388796	19-Sep-00	Registered
AMHERST	2371683	25-Jul-00	Registered
RODEO DRIVE	2550999	19-Mar-02	Registered
MADISON AVENUE	2548303	12-Mar-02	Registered
PALM SPRINGS	2532958	22-Jan-02	Registered
BUILT SO WELL YOU NEVER HAVE TO FLIP IT!	2510114	20-Nov-01	Registered
TO DREAM IS TO ESCAPE	2544600	5-Mar-02	Registered
ST. MARK	2371682	25-Jul-00	Registered
ST. DOMINICK	2371684	25-Jul-00	Registered
FARMINGTON	2381833	29-Aug-00	Registered
TRIDENT	2373836	1-Aug-00	Registered
ST. ANDREW	2378110	15-Aug-00	Registered
BIRMINGHAM	2380003	22-Aug-00	Registered
SLUMBER TIME	524621	2-May-50	Registered
BETTER SLEEP THROUGH SCIENCE	2378022	15-Aug-00	Registered
NOTHING MAKES YOUR DAY LIKE A BEAUTYREST NIGHT	1816903	18-Jan-94	Registered
ST. RICHARD	2373835	1-Aug-00	Registered
COLUMBIA	1961293	12-Mar-96	Registered
THE ONLY QUEEN BED THAT SLEEPS LIKE A KING	2515348	4-Dec-01	Registered
HIDE-A-BED and Design	522187	14-Mar-50	Registered
WALL-A-BED	768188	14-Apr-64	Registered
AMBASSADOR and Design	525694	30-May-50	Renewed
DUCHESS and Design	525695	30-May-50	Renewed
EMPRESS and Design	523897	11-Apr-50	Renewed
KENNEDY	2012934	29-Oct-96	Supp. Reg.
WORLD CLASS			To Be Aban
WORLD CLASS			To Be Aban
WORLD CLASS			To Be Aban
WORLD CLASS			To Be Aban
BEAUTY SLEEP	1904446	11-Jul-95	To Be Aban
BEAUTY SLEEP (SCRIPT DESIGN)	1904445	11-Jul-95	To Be Aban
BEAUTYREST (STYLIZED LETTERING)	1904447	11-Jul-95	To Be Aban

BEAUTYREST FEELINGS (STYLIZED)	1183799	29-Dec-81	To Be Aban
COMFORT PLUS	1977990	4-Jun-96	To Be Aban
ADJUSTO-REST (STYLIZED LETTERING)	545312	17-Jul-51	To Be Aban
BEAUTY BORDER ALBUM	1922062	26-Sep-95	To Be Aban
AMERICA'S BEST	730415	24-Apr-62	To Be Aban
DISTINCTION FRANKLIN SILK	1645886	21-May-91	To Be Aban
DISTINCTION MADISON LUXURY	1922059	26-Sep-95	To Be Aban
SIMMONS FLOTATION SYSTEMS & DESIGN	1922060	26-Sep-95	To Be Aban
SILVER LABEL	1176241	3-Nov-81	To Be Aban
SIMCRON	730091	17-Apr-62	To Be Aban
SIMFOAM (STYLIZED)	1165575	18-Aug-81	To Be Aban
SIM-GARD	542773	22-May-51	To Be Aban
MAXIPEDIC LUMBAR SUPPORT	1172312	6-Oct-81	To Be Aban
POSTURE BRIDGE	1854200	13-Sep-94	To Be Aban
POWER FLEX TORSION BAR FOUNDATION	1880651	28-Feb-95	To Be Aban
SLUMBER DREAM	1902742	4-Jul-95	To Be Aban
SLUMBER KING (SYLIZED)	533564	21-Nov-50	To Be Aban
ST. IVES	541309	24-Apr-51	To Be Aban
HAMILTON SILK	1883622	14-Mar-95	To Be Aban
KLIK-LOK	1922061	26-Sep-95	To Be Aban
SLEEP PRINT	1211581	5-Oct-82	To Be Aban
SLEEP PRINT			To Be Aban
VSS			To Be Aban
SAG PROOF			To Be Aban
TRIO			To Be Aban
BLOC			Abandoned
CHARLOTTE			Abandoned
COUNTESS Not in CPI	532031	17-Oct-50	Abandoned
DAVENPORT			Abandoned
BEAUTIFUL FEELINGS (STYLIZED LETTERING)	1162779	28-Jul-81	Abandoned
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 SYSTEM			Abandoned
ZOO	1797024	5-Oct-93	Abandoned
I ONLY SLEEP WITH THE BEST	1842171	28-Jun-94	Abandoned
CRESCENDO			Abandoned
RIGID-SPAN	1818484	25-Jan-94	Abandoned
SCIENCE OF SLEEP			Abandoned
SIMBOLIC	696415	19-Apr-60	Abandoned
SIMMONS ADVERTISING AND DESIGN	1768218	27-Apr-93	Abandoned
SIMMONS LUMBAR SUPPORT	1854202	13-Sep-94	Abandoned
SIMTORC	696414	19-Apr-60	Abandoned
SLEEP SCIENCE	1791009	31-Aug-93	Abandoned
SUMMATION	1642712	30-Apr-91	Abandoned
SUPER SLEEP	520818	7-Feb-50	Abandoned
THE BOWLING BALL MATTRESS			Abandoned
BEAUTY COMFORT	1832218	19-Apr-94	Abandoned
BEDDEREST	1694420	16-Jun-92	Abandoned
BEAUTY SLEEP LUMBAR SUPPORT	1854201	13-Sep-94	Abandoned

BEAUTYREST LUMBAR SUPPORT	1850341	16-Aug-94	Abandoned
BEAUTYREST ELITE	1785577	3-Aug-93	Abandoned
BEAUTYREST CLASSIC	1814452	28-Dec-93	Abandoned
BEAUTY PILLOW	1667653	10-Dec-91	Abandoned
BEAUTY PEDIC	1617672	16-Oct-90	Abandoned
BEAUTYFIL	1710061	25-Aug-92	Abandoned
ACE and DESIGN	178478	15-Jan-24	Abandoned
EURO CONCEPTS	1651188	16-Jul-91	Abandoned
ESSENCE	1800782	26-Oct-93	Abandoned
ELAN	1710073	25-Aug-92	Abandoned
DINOSAUR	1773637	25-May-93	Abandoned
COMFORTORC	667423	23-Sep-58	Abandoned
CONSPEC	1682405	7-Apr-92	Abandoned
CRASH PADI			Abandoned
BUNK MAN	1782130	13-Jul-93	Abandoned
PERMAFLEX (STYLIZED)	374647	23-Jan-40	Abandoned
ADVANT-EDGE			Abandoned
NOTHING ENERGIZES YOUR DAY LIKE A BEAUTYREST NIGHT	1952463	30-Jan-96	Abandoned
MAXIPEDIC REGENT SUPREME	1635504	19-Feb-91	Abandoned
MAGNA-PEDIC	970736	16-Oct-73	Abandoned
HIDDEN COMFORT			Abandoned
FLO-GRID FOUNDATION	1641294	16-Apr-91	Abandoned
FLAVORS (STYLIZED)	1743941	29-Dec-92	Abandoned
FEDERALIST	1033904	17-Feb-76	Abandoned
QUINTESSENCE OF WOOL	1805307	16-Nov-93	Abandoned
PRO-PEDIC EXALTED			Abandoned
POSTURE BRIDGE	1777214	15-Jun-93	Abandoned
SLEEPSMITH			Abandoned
BETTER NIGHTS, BETTER DAYS			Abandoned
COMFORT BUILT FOR TWO			Abandoned
8 HOURS OF BLISS 365 DAYS A YEAR			Abandoned
EQUATION OF SLEEP			Abandoned
FOR CONNOISSEURS OF SLEEP			Abandoned
FOR EVERY STAGE OF YOUR LIFE			Abandoned
GET YOUR BEAUTYREST			Abandoned
HANDLE WITH CARE			Abandoned
PARTNER PERFECT			Abandoned
POLYCEL			Abandoned
SCIENCE AND SENSUALITY			Abandoned
TAKE CARE, BACKCARE, TAKES CARE			Abandoned
YOU ARE WHAT YOU SLEEP			Abandoned
SIMMONS BETTER SLEEP			Abandoned
SLEEP BETTER TONIGHT LIVE BETTER TOMORROW			Abandoned
KARMA			Abandoned
SANTA FE			Abandoned
PARK AVENUE			Abandoned
WESTPORT			Abandoned
BACKCARE FOR KIDS			Abandoned
GIVING BETTER SLEEP A HEAD START			Abandoned
VARIABLE SUPPORT SYSTEM			Abandoned
EXACT COMFORT			Abandoned
TRIAD			Abandoned
NO SAG WARRANTY			Abandoned
NEVER SAG			Abandoned
HIDE-A-BED SOFA and Design	382488	29-Oct-40	Cancelled

DREAMSCAPES			Dropped
TOURIST	599063	7-Dec-54	Expired
THE HARD LINE	1044875	27-Jul-76	Expired
SIMCREST	681470	7-Jul-59	Expired
SIM-MATIC	657780	28-Jan-58	Expired
BEAUTYWAVE	1139955	30-Sep-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 TECHNOLOGY			Proposed
WORLD CLASS			Duplicate

SCHEDULE IV TO PLEDGE AND SECURITY
AGREEMENT

Revised Annex
E

International Trademarks owned by
Dreamwell, Ltd.

International Marks (Part 1)

COUNTRY	TRADEMARK	REG. NO.	DATE	CLASS	STATUS	APP. SERIAL #
ALGERIA (FC)	BEAUTYREST			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
ANDORRA (FC)	BEAUTYREST	5365	28-Apr-97	20	R	5879
ANDORRA (FC)	SIMMONS	5367	28-Apr-97	20	R	5858
ARGENTINA (FC)	BACKCARE			20	PEND	2065835
ARGENTINA (FC)	BEAUTYREST	1.450.050	30-Jun-61	20	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-72	20	R	
ARGENTINA (FC)	SIMMONS (Stylized)	19872473	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	EMPEROR	A188,094	04-Jun-64	20	R	
AUSTRALIA	HOUSE D SIM/ S CROWN	A138,274			R	
AUSTRALIA (FC)	"S" & GLOBE	742955	01-Sep-97	20	R	742955
AUSTRALIA (FC)	AIRPEDIC			20	PEND	
AUSTRALIA (FC)	BEST ELEGANCE	A188,096	4-Jun-84	20	R	
AUSTRALIA (FC)	BABYBEAUTY	B167,823	14-Jul-63	20	R	
AUSTRALIA (FC)	BABYREST	B167,824	6-Feb-83	20	R	
AUSTRALIA (FC)	BACK SHIELD	A218,873	22-Apr-68	20	R	
AUSTRALIA (FC)	BEAUTY SLEEP	A40,933	11-Jul-72	20	R	
AUSTRALIA (FC)	BEAUTYREST	A98,523	14-Apr-49	20	R	
AUSTRALIA (FC)	BEAUTYREST	722513	22-Nov-96	24	R	722513
AUSTRALIA (FC)	BORDER GUARD	A218,674	22-Apr-68	20	R	
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	A311586	01-Aug-79	20	R	
AUSTRALIA (FC)	POCKETED COIL			8, 20	PEND	727239
AUSTRALIA (FC)	S AND HOUSE	B257,191	04-Apr-72	20	R	648901
AUSTRALIA (FC)	SIMLUX MICRO-QUILT	A188,097	04-Jun-64	20	R	
AUSTRALIA (FC)	SIMCO-FIRM	A218,469	31-May-88	20	R	
AUSTRALIA (FC)	SIMFLEX	B173,241	18-Apr-82	20	R	
AUSTRALIA (FC)	SIMFLEX	648902	19-Dec-84	20	R	
AUSTRALIA (FC)	SIMFOAM	B185,927	29-Mar-61	20	R	
AUSTRALIA (FC)	SIMMONS	A185,802	23-Mar-61	20	R	
AUSTRALIA (FC)	SIMMONS			24	PEND	722512
AUSTRALIA (FC)	SIMMONS (OWL)	A29,624	23-Nov-20	20	R	
AUSTRALIA (FC)	SLEEPKING	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	HIDE-A-BED	77,484	28-May-74	20	R	
AUSTRIA	S & HOUSE	82,383	10-Sep-72	20	R	
AUSTRIA	SIMMONS	77,708	01-Jul-74	20	R	

BAHAMAS	BEAUTYREST			13	PEND	19,681
BAHAMAS	BEAUTYREST			41	PEND	19,682
BAHAMAS	S AND GLOBE			13	PEND	19,677
BAHAMAS	S AND GLOBE			41	PEND	19,678
BAHAMAS	SIMMONS			13	PEND	19,679
BAHAMAS	SIMMONS			41	PEND	19,680
BAHRAIN	BEAUTYREST			20	PEND	
BAHRAIN	HIDE-A-BED			20	PEND	
BAHRAIN	SIMMONS			20	PEND	
BANGLADESH	BACKCARE			20	PEND	47020
BANGLADESH	BEAUTYREST			20	PEND	47023
BANGLADESH	HIDE-A-BED			20	PEND	47022
BANGLADESH	S & GLOBE			20	PEND	47019
BANGLADESH	S & HOUSE			20	PEND	47021
BANGLADESH	SIMMONS			20	PEND	47018
BARBADOS	BEAUTYREST			20	PEND	
BARBADOS	SIMMONS			20	PEND	
BENELUX	BEAUTYREST	054938	17-Apr-62	20	R	007880
BENELUX	S DEVICE	309068	28-Mar-72	20	R	
BENELUX	SIMMONS	054939	19-Jul-71	20	R	007881
BOLIVIA (FC)	BEAUTYREST	62612-C	19-Sept-97	20	R	04700
BOLIVIA (FC)	S & HOUSE	62832-C	27-Jan-97	20	R	04698
BOLIVIA (FC)	SIMMONS	62854-C	29-Jan-97	20	R	04699
BOPHUTHATSWANA	BEAUTYREST LABEL	259/42	30-Mar-42	20	R	
BOPHUTHATSWANA	S DEVICE	672/1891	28-Mar-72	20	R	
BOPHUTHATSWANA	SIMMONS			20	PEND	92/0298
BOSNIA & HERZEGOVINIA	BEAUTYREST			20	PEND	BAZ971277A
BOSNIA & HERZEGOVINIA	S & GLOBE			20	PEND	BAZ971275A
BOSNIA & HERZEGOVINIA	SIMMONS			20	PEND	BAZ971276A
BOTSWANA	BEAUTYREST	SA 12398	13-Mar-92	20	R	
BOTSWANA	S DEVICE	672/1891	28-Mar-72	20	R	
BRAZIL	BACKCARE			20	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	3-Jun-96		R	26,272
BULGARIA (FC)	"S" & GLOBE	31920	29-Oct-97	20	R	37262
BULGARIA (FC)	BEAUTYREST	31795	29-Oct-97	20	R	37263
BULGARIA (FC)	SIMMONS	31794	29-Oct-97	20	R	37261
CAMBODIA	BACKCARE	7665	14-Nov-96	20	R	4832
CAMBODIA	BEAUTYREST	7661	14-Nov-96	20	R	4829
CAMBODIA	DR. HARD			20	PEND	
CAMBODIA	HIDE-A-BED	7663	14-Nov-96	20	R	4830
CAMBODIA	MAXIPEDIC			20	PEND	
CAMBODIA	S AND GLOBE	7664	14-Nov-96	20	R	4833
CAMBODIA	S AND HOUSE	7660	14-Nov-96	20	R	4834
CAMBODIA	SIMMONS	7662	14-Nov-96	20	R	4831
CHILE	BACKCARE			20	PEND	
CHILE	BEAUTYREST	385,111	18-Dec-81	20	R	192,168
CHILE	BEAUTYREST	454541	08-Oct-85	24	R	
CHILE	S AND GLOBE			20	PEND	
CHILE	S AND HOUSE	397,323		20	R	
CHILE	SIMMONS	365,207	09-Sep-40	20	R	
COLOMBIA (FC)	BACKCARE	200171	14-Aug-97	20	R	97004145
COLOMBIA (FC)	BEAUTY SLEEP	143835	23-Dec-93	20	R	362227
COLOMBIA (FC)	BEAUTYREST	143932	23-Dec-93	20	R	362228
COLOMBIA (FC)	MAXIPEDIC	143831	23-Dec-93	20	R	362229
COLOMBIA (FC)	POCKETED COIL	201,412	23-Sep-97	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-83	20		R	
COLOMBIA (FC)	SIMMONS	164556	10-Aug-94	20		R	362,529
COLOMBIA (FC)	SIMMONS COMPANY	258	19-Feb-73			R	
COSTA RICA	S AND HOUSE	81313	16-Nov-92	20		R	
COSTA RICA	SIMMONS	81324	16-Nov-82	20		R	
CROATIA (EX-YUGO) FC	BEAUTYREST	Z970182A	10-Feb-97	20		R	970182A
CROATIA (EX-YUGO) FC	S & GLOBE DESIGN	Z970180A	10-Feb-97	20		R	970180A
CROATIA (EX-YUGO) FC	SIMMONS	Z970181A	10-Feb-97	20		R	970181A
CZECH REPUBLIC	S AND HOUSE	172,369	16-Apr-93	6,20,10		R	
CZECH REPUBLIC	S AND HOUSE	182,833	20-Feb-85	6, 10, 20		R	
DENMARK	BEAUTYREST	5100/1992	12-Jun-92	20		R	
DENMARK	S AND HOUSE	2968/1973	05-Oct-73	20		R	
DENMARK	SIMMONS						
DOMINICAN REP (FC)	5 ZONES F/YOUR BONES			36 LOC.		PEND	
DOMINICAN REP (FC)	B/REST CRESCENDO			36 LOC.		PEND	
DOMINICAN REP (FC)	B/REST POCKETED COIL			36 LOC.		PEND	
DOMINICAN REP (FC)	BACKCARE			20		PEND	
DOMINICAN REP (FC)	BEAUTYREST	41,875	30-Jan-87	36 LOC.		R	
DOMINICAN REP (FC)	BTR SLP THRU SCIENCE					PEND	
DOMINICAN REP (FC)	DEEPSLEEP	41,877	30-Jan-87	36 LOC.		R	
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.		PEND	
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 LOC.		R	
ECUADOR	BEAUTYREST	2813-95	16-May-76			R	
ECUADOR	S AND HOUSE DESIGN	729	02-May-72			R	
ECUADOR (FC)	SIMMONS	2305	14-Nov-86	20		R	55849
EGYPT (UAR)	BEAUTYREST	61951	08-Feb-83	20		R	61951
EGYPT (UAR)	HIDE-A-BED	61952	08-Feb-83	20		R	
EGYPT (UAR)	SIMMONS	61953	08-Feb-83	20		R	61953
EL SALVADOR	BACKCARE	16 Book 120	20-Oct-00	20		R	E848-97
EL SALVADOR	BEAUTY SLEEP	201B.32	18-Jul-96	20, 24		R	218892
EL SALVADOR	BEAUTYREST	200B.32	18-Jul-96	20		R	2188/92
EL SALVADOR	BEAUTYREST			24		PEND	2188/92
EL SALVADOR	MAXIPEDIC			20, 24		PEND	2184/92
EL SALVADOR	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		R	3112/92
EL SALVADOR	SIMMONS	230	07-Jun-94	20, 24		R	2143/92
EL SALVADOR (FC)	S AND GLOBE DESIGN	230 BOOK 66	16-Jan-98	20		R	
FINLAND	S AND HOUSE DESIGN	64763	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		R	
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		R	528409
FRANCE	SIMMONS	1,686,912	24-Feb-56	6,20,24		R	
FRANCE	SUR LE SOMMEIL	1,281,823	18-Jan-85	20		R	
GERMANY	BEAUTYREST	702255/20	16-Feb-56	24		R	
GERMANY	HIDE-A-BED	822,378	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	30		R	
GREECE	BEAUTYREST	25,950	23-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-Jul-49	20	R	
GUATEMALA	SIMMONS	11,775	04-Dec-69	20	R	
GUATEMALA (FC)	S AND HOUSE DESIGN	35828	08-Nov-78	20	R	
GUYANA	BEAUTYREST			20	NEW APP.	
GUYANA	SIMMONS			20	NEW APP.	
HONDURAS	*S & HOUSE DESIGN*	53,524	07-Mar-91	20	R	
HONDURAS	*S & HOUSE DESIGN*	53,448	25-Feb-91	10	R	
HONDURAS	BEAUTYREST	52,584	04-Jul-90		R	
HONDURAS	SIMMONS	52,591	04-Jul-90	20	R	
HONG KONG (FC)	*S* & GLOBE DESIGN			20	PEND	4141/97
HONG KONG (FC)	THE DO NOT DIST. MATT			20	PEND	8817-99
HONG KONG (FC)	5 ZONES FOR YOUR BONES	B2704/2001	09-Jul-99	20	R	8816-99
HONG KONG (FC)	B-S-T-S (rejected)			20	PEND	8818-99
HONG KONG (FC)	BACKCARE	B5286/2000	21-Jun-97	20	R	8535/97
HONG KONG (FC)	BEAUTYREST	717/1983	04-Dec-81	20	R	
HONG KONG (FC)	DEEP SLEEP (IN CHINESE)			20	PEND	8679-97
HONG KONG (FC)	SIMMONS (IN CHINESE)	1750/81	17-Nov-80	20	R	2984
HONG KONG (FC)	SIMMONS&S & HOUSE	B1440/1876	31-Jul-96	20	R	
HUNGARY	S & GLOBE DESIGN			20	PEND	M9700414
HUNGARY (FC)	BEAUTYREST	133,782	06-Apr-93	20	R	
HUNGARY (FC)	HIDE-A-BED	133,780	06-Apr-93	20	R	
HUNGARY (FC)	S & HOUSE DESIGN	133,779	06-Apr-93	20	R	
HUNGARY (FC)	SIMMONS	133,781	06-Apr-93	20	R	
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	20	R	
INDIA	SIMMONS			20	PEND	374081
INDIA	SIMMONS			20	PEND	892408
INDONESIA (FC)	BACKCARE			20	PEND	DGR24036
INDONESIA (FC)	BEAUTYREST			20	PEND	
INDONESIA (FC)	S & HOUSE DESIGN	D9R24035	18-Dec-95	20	R	
INDONESIA (FC)	S AND GLOBE DESIGN	441020	09-Jul-98	20	R	
INDONESIA (FC)	SIMMONS			20	PEND	
IRAN	S AND HOUSE DESIGN	37805	08-Apr-82	20	R	
ISRAEL	BEAUTYREST	67,463	31-Mar-92	20	R	
ISRAEL	S AND HOUSE DESIGN	35,243	31-Mar-72	20	R	
ISRAEL	SIMMONS	67,462	31-Mar-92	20	R	
ITALY	HIDE-A-BED	379,570	19-Nov-85	20	R	35470C79
ITALY (FC)	BEAUTYREST	660479	11-Jun-83	20	R	253953
ITALY (FC)	S AND HOUSE DESIGN	643339	21-Jun-74	20	R	
ITALY (FC)	SIMMONS	713627	16-Jun-97	20	R	RM95C/001704
ITALY (FC)	SLUMBER KING	379,571	19-Nov-85	20	R	3547C/79
ITALY (FC)	QUIETUDE			20	PEND	
ITALY (FC)	S & GLOBE DESIGN			20	PEND	RM97C/005631
ITALY (FC)	S & GLOBE DESIGN			24	PEND	
JAMAICA (FC)	BEAUTYREST	835,180	25-Nov-98	20	R	20326
JAMAICA (FC)	SIMMONS			20	PEND	20327
JAPAN	5 ZONES FOR Y/BONES			20	R	
JAPAN	BEAUTYREST	608811	25-Apr-63	9	R	
JAPAN	BEAUTYREST	2099522	19-Dec-88	20	R	81082148
JAPAN	BST'S			20	PEND	
JAPAN	DEEPSLEEP	2099523	19-Dec-88	20	R	81082149
JAPAN	DR. HARD.com (In Kat)			20-24	PEND	
JAPAN (FC)	B/REST (KATAKANA)	727211		20	R	
JAPAN (FC)	B/REST (KATAKANA)	4291585	02-Sep-99	20,24	R	
JAPAN (FC)	BACK CARE	2099525	19-Dec-88	9	R	81-082152
JAPAN (FC)	BACKCARE	2055406	24-Jun-88	17	R	81082151
JAPAN (FC)	BACKCARE	2099524	19-Dec-88	20	R	81082150

JAPAN (FC)	BACKCARE (KATAKANA)	4291586	09-Sep-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)	DEEPSLEEP	607048	18-Aug-83	9	R	5788553
JAPAN (FC)	DEEPSLEEP (KATAKANA)	4297179	16-Sep-99	20	R	5788553
JAPAN (FC)	GRACE SIMMONS &	4274509	21-May-99	20	R	
JAPAN (FC)	HIDE-A-BED	702448	25-Mar-88	20	R	8-742175
JAPAN (FC)	HIDE-A-BED (KAT)	782695	24-Nov-87	20	R	82216708
JAPAN (FC)	LADY SIMMONS (KAT)(Old)	1842060	28-Aug-95	20	R	7-742175
JAPAN (FC)	LADY SIMMONS (New)			20	PEND	
JAPAN (FC)	LADY SIMMONS (Old)	1507838	30-Apr-82	20	R	
JAPAN (FC)	LADY SIMMONS/Kat (New)	4450128	02-Feb-01	20	R	
JAPAN (FC)	MAXIPEDIC (ENG & KAT)	4271988	14-May-99	20	R	10-794
JAPAN (FC)	MY HEALTH	1661855	23-Feb-84	20	R	035549
JAPAN (FC)	S (BLACK) AND HOUSE	1293298	15-Aug-77	17	R	
JAPAN (FC)	S (BLACK) AND HOUSE	1998490	20-Nov-87	20	R	80-74760
JAPAN (FC)	S (WHITE) AND HOUSE	1261884	08-Apr-77	17	R	
JAPAN (FC)	S (WHITE) AND HOUSE	1898489	20-Nov-87	20	R	74758/85
JAPAN (FC)	S AND GLOBE DESIGN			20	PEND	9-14861
JAPAN (FC)	S AND GLOBE DESIGN			24	PEND	9-14862
JAPAN (FC)	SIMMONS	791538	28-Jun-79	17	R	
JAPAN (FC)	SIMMONS	791700	27-Aug-88	20	R	
JAPAN (FC)	SIMMONS AMERICA	2283184	30-Nov-90	17	R	58035544/83
JAPAN (FC)	SIMMONS KATAKANA	608347	08-Apr-83	20	R	
JAPAN (FC)	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 (FC)	THE DO NOT DIST, MATT			20	Dropped	
KOREA	MARKS ASS'D TO SAL-10/89				PEND	
KUWAIT	BACKCARE			20	PEND	
KUWAIT	BEAUTYREST			20	PEND	
KUWAIT	S AND GLOBE DESIGN			20	PEND	
KUWAIT	SIMMONS			20	PEND	
LEBANON	S AND HOUSE DESIGN	28305/50259	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)	S & 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	BEAUTYREST	7763M	04-Feb-92		R	
MACAO	S DESIGN	7722-M	23-Apr-92	10	R	
MACAO	S DESIGN	7747-M	04-Feb-92	12	R	
MACAO	S DESIGN	7746-M	04-Feb-92	20	R	
MACAO	SIMMONS	7744-M	04-Feb-92	20	R	
MACEDONIA (EX- YUGOSLAVIA)	BEAUTYREST	7522	26/1/2001	20	R	Z-80/97
MACEDONIA (EX- YUGOSLAVIA)	S & GLOBE DESIGN	7416	08-Oct-00	20	R	970079
MACEDONIA (EX- YUGOSLAVIA)	SIMMONS	7415	04-Oct-00	20	R	970081
MALAYSIA	5 ZONES FOR Y/ BONES			20	PEND	99/06238
MALAYSIA	BACKCARE			20	PEND	
MALAYSIA	BEAUTY SLEEP	MA/5296/94	13-Aug-97	20	R	MA/8296/94
MALAYSIA	BEAUTYREST	MA/5600/85	26-Dec-85	20	R	MA/5600/85
MALAYSIA	BS TS			20	PEND	99/06239
MALAYSIA	S AND GLOBE DESIGN			20, 24	PEND	
MALAYSIA	S AND HOUSE DESIGN	MA/5589/85	28-Dec-85	20	R	MA/5589/85
MALAYSIA	SIMMONS	MA/5598/85	26-Dec-85	20	R	MA/5598/85

MALAYSIA	SIMMONS (IN CHINESE)	86/B00316	23-Jan-86	20	R	MA31686
MALAYSIA	THE DO NOT DIST. MATT			20	PEND	89/06237
MEXICO	"S" & CROWN	490096	29-Sep-84	20	PEND	287547
MEXICO	"S" & GLOBE				PEND	
MEXICO	BEAUTYREST	275,474	30-Jan-84	32	R	179558
MEXICO	BEAUTYREST (Reapplied)			20	PEND	
MEXICO	CONFORREST	382,212	18-Dec-85	32 LOC.	R	3557
MEXICO	CONFORREST			20	PEND	3557
MEXICO	CONTOUR-FLEX	351528	30-Sep-94	32 LOC.	R	42156
MEXICO	HIDE-A-BED	105,781	26-Apr-86	32 LOC.	R	
MEXICO	MAXIPEDIC	524823	18-May-84	32 LOC.	R	
MEXICO	"S"	62715	22-Apr-88	32 LOC.	R	
MEXICO	"S"			20	PEND	
MEXICO	S AND GLOBE DESIGN	546998		20	R	
MEXICO	S AND HOUSE DESIGN	520381	30-Sep-94	32 LOC.	R	
MEXICO	SIMMONS	483567	06-Jan-28	32 LOC.	R	
MEXICO	SLUMBER KING	272,962	29-6-86	32 LOC.	R	
MEXICO	SLUMBER KING (Reapplied)			20	PEND	
MONTENEGRO	BEAUTYREST				PEND	Z-276/97
MONTENEGRO	S & 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	R	
NAMIBIA	BACKCARE			20	PEND	98/0172
NAMIBIA	BEAUTYREST LABEL	92/0686	24-Jun-86	20	R	92/0686
NAMIBIA	POCKETED COIL			20	PEND	98/0410
NAMIBIA	S & DEVICE	92/0687	17-Jul-86	20	R	92/0687
NAMIBIA	S & GLOBE			20	PEND	92/0173
NAMIBIA	SIMMONS	92/0688	25-Jun-86	20	R	92/0688
NEPAL (FC)	BACKCARE			20	PEND	
NEPAL (FC)	BEAUTYREST			20	PEND	
NEPAL (FC)	HIDE-A-BED			20	PEND	
NEPAL (FC)	S AND GLOBE DESIGN			20	PEND	
NEPAL (FC)	S AND HOUSE DESIGN			20	PEND	
NEPAL (FC)	SIMMONS			20	PEND	
NEW GUINEA	BEAUTYREST	A5653R	16-Sep-75	20	R	
NEW GUINEA	DEEPSLEEP	A5654R	16-Sep-75	20	R	
NEW GUINEA	HIDE-A-BED	A5655R	16-Sep-75	20	R	
NEW GUINEA	SIMMONS	A 5658 R	16-Sep-75	20	R	A165,802
NEW ZEALAND	AIRPEDIC	B30436	12-Jul-01	20	R	
NEW ZEALAND	BEAUTY SLEEP	B102,056	02-Oct-70	20	R	
NEW ZEALAND	CONNOISSEUR	630435	12-Jul-01	20	R	
NEW ZEALAND	S AND HOUSE DESIGN	B100114	30-Mar-72	20	R	
NEW ZEALAND (FC)	BEAUTYREST	47,800	13-May-49	20	R	
NEW ZEALAND (FC)	POCKETED COIL			20	PEND	272496
NEW ZEALAND (FC)	POCKETED COIL			6	PEND	272496
NEW ZEALAND (FC)	S AND GLOBE DESIGN	273358	09-Dec-98	20	R	273358
NEW ZEALAND (FC)	SIMMONS	B220372		20	R	220372
NEW ZEALAND (FC)	THE DO NOT DIST. MATT	272497	02-Sep-97	20	R	272497
NICARAGUA	BEAUTY SLEEP	23759 C.C.	24-Aug-93	20	R	
NICARAGUA	BEAUTYREST	23,853 C.C.	04-Aug-93	20	R	
NICARAGUA	MAXIPEDIC	23,637 C.C.	02-Aug-93	20	R	
NICARAGUA	S AND HOUSE DESIGN	24,131 C.C.	10-Oct-93	20	R	
NICARAGUA	SIMMONS (LABEL)	23,763 C.C.	24-Aug-93	20	R	
NIGERIA	BEAUTYREST	14,937	13-Jul-62	41	R	
NIGERIA	S AND HOUSE DESIGN	24691	18-Apr-72	20	R	

NIGERIA	SIMMONS	13,513	13-Jul-62	41 LOC.	R	
NORWAY	S AND HOUSE DESIGN	86,789	11-Jan-73	20	R	
NORWAY	SIMMONS BEAUTYREST	149,606	12-Mar-82	20	R	
OMAN	BACKCARE			20	PEND	
OMAN	BEAUTYREST			20	PEND	
OMAN	S AND GLOBE DESIGN			20	PEND	
OMAN	SIMMONS			20	PEND	
PAKISTAN	S AND HOUSE DESIGN	57,142	17-Apr-72	20	R	
PAKISTAN (FC)	BACKCARE			20	PEND	135782
PAKISTAN (FC)	BEAUTYREST			20	PEND	135783
PAKISTAN (FC)	HIDE-A-BED			20	PEND	135785
PAKISTAN (FC)	S & GLOBE DESIGN			20	PEND	135784
PAKISTAN (FC)	SIMMONS			20	PEND	135784
PANAMA	BACKCARE			20	PEND	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	20	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-82	20	R	
PERU	SIMMONS	97288	20-May-92	20	R	
PHILIPPINES	BACKCARE			20	PEND	
PHILIPPINES	BEAUTY SLEEP			20	PEND	
PHILIPPINES	BEAUTYREST			20	PEND	
PHILIPPINES	S & GLOBE DESIGN			20,24	PEND	35918
PHILIPPINES	S & HOUSE DESIGN			20	PEND	
PHILIPPINES	SIMMONS			20	PEND	
POLAND	"S" & GLOBE DESIGN			20	PEND	Z-188481
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	74577	21-Dec-93		R	Z-100249
PORTUGAL	BEAUTYREST	135,821	24-Nov-56	20	R	
PORTUGAL	"S" DEVICE	196038	01-Jul-85		R	
PORTUGAL	"S" DEVICE	196039	01-Jul-85		R	
PORTUGAL	SIMMONS	135,820	24-Nov-56	20	R	
PRC	BEAUTYREST	384269	21-Jun-88	20	R	
PRC	BEAUTYREST	346798	21-Jun-88	24	R	
PRC	DEEPSLEEP	346800		57	R	
PRC	KANG JIANG (IN CHINESE)	562466		20	R	
PRC	S LOGO	562493		20	R	
PRC	S LOGO	346796	30-Apr-89	57	R	
PRC	S LOGO	346249	30-Apr-89	56	R	
PRC	SIMMONS & DEVICE	585088	29-Oct-88	20	R	
PRC	SIMMONS & DEVICE	346799	21-Jun-88	57	R	
PRC	XI MEN SHI (IN CHINESE)	362453		58	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	57	R	8820134
PRC	DEEPSLEEP	346800	30-Apr-89	57	R	8820130
PRC	DR. HARD	346797	30-Apr-89	20	R	8820131
PRC	S LOGO	346796	30-Apr-89	24	R	8820132
PRC	S LOGO	347249	30-Apr-89	58	R	8820133
PRC	SIMMONS (STYLIZED)	384258	30-Apr-89	20	R	8820136
PRC	SIMMONS (STYLIZED)	346799	30-Apr-89	24	R	8820136

PRC	CHINESE	362453	30-Apr-89	58	R	8339311
PRC (FC)	BACKCARE	1200363	21-AUG-98	20	R	970065899
PRC (FC)	S AND GLOBE DESIGN	1350355	07-Jan-00	20	R	9800087796
PRC (FC)	S AND GLOBE DESIGN	1343204	14-Dec-99	20	R	9800087797
PRC (FC)	SIMMONS & S /CHINESE			20	P	970087591
PRC (FC)	SIMMONS & S /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
PUERTO RICO	PLATFORM-MATE	32,465	19-Feb-93	20	R	
PUERTO RICO	S AND HOUSE DESIGN	17,729	21-Aug-72	32 LOC.	R	
PUERTO RICO	SIMMONS	8182	28-Dec-81	32 LOC.	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)	BEAUTYREST	129455	29-Dec-93	20	R	93056990
RUSSIA (FC)	BEAUTYREST (STYLIZED)	106403	24-Jul-92	6,20	R	139770
RUSSIA (FC)	HIDE-A-BED	106404	24-Jul-92	6,20	R	139771
RUSSIA (FC)	HIDE-A-BED	130584	15-Aug-95	20	R	93058991
RUSSIA (FC)	S & GLOBE DESIGN			20	PEND	97701948
RUSSIA (FC)	S & HOUSE DESIGN	104618	11-May-92	20	R	
RUSSIA (FC)	SIMMONS (SCRIPT)	111846	09-Jun-93	6,20	R	139769
RUSSIAN FED (FC)	BACKCARE			20, 24	PEND	97715430
RUSSIAN FED (FC)	MAXIPEDIC			20, 24	PEND	97715429
RUSSIAN FED (FC)	POCKETED COIL (ENGLISH)	97715431	15-Oct-97	20, 24	R	97715431
RUSSIAN FED (FC)	POCKETED COIL (RUSSIAN)	97715432	15-Oct-97	20, 24	R	97715432
RUSSIAN FED (FC)	POSTUREPEDIC			20, 24	PEND	97715428
SAUDI ARABIA	BACKCARE			20	PEND	
SAUDI ARABIA	BEAUTYREST			20	PEND	
SAUDI ARABIA	S AND GLOBE DESIGN			20	PEND	
SAUDI ARABIA	SIMMONS			20	PEND	
SERBIA (YUGOSLAVIA)	BEAUTYREST	43121	13-Sep-89	20	Registered	Z-276/97
SERBIA (YUGOSLAVIA)	S & GLOBE DESIGN				PEND	
SERBIA (YUGOSLAVIA)	SIMMONS				PEND	
SINGAPORE	HIDE-A-BED	75,862	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	PEND	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	PEND	
SINGAPORE (FC)	BEAUTYREST	S/75632	05-May-78	20	R	
SINGAPORE (FC)	S AND HOUSE DESIGN	S/B75994	20-Aug-88	20	R	
SINGAPORE (FC)	SIMMONS	S/B75993	05-Jun-78	20	R	
SLOVAKIA (FC)	S & 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	Z9770167
SOUTH AFRICA	BACKCARE			20	PEND	96/1420
SOUTH AFRICA	BEAUTYREST (SCRIPT)	259/42	30-Mar-42	20	R	
SOUTH AFRICA	BUILT SO WELL YOU NEVER			20	PEND	
SOUTH AFRICA	Five Zones for Your Bones			20	PEND	
SOUTH AFRICA	HIDE-A-BED	1673/52	18-Jun-52	20	R	
SOUTH AFRICA	POCKETED COIL			20	PEND	
SOUTH AFRICA	S AND GLOBE DESIGN			20	PEND	96/1421
SOUTH AFRICA	S DEVICE	B72/1891	28-Mar-72	20	PEND	
SOUTH AFRICA	SIMMONS	B92/3512	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	

SPAIN	BEAUTYREST "DEVICE"	254,465	01-Jul-52	20	R	
SPAIN	S AND HOUSE DESIGN	1985768	3-Mar-96	20	R	
SPAIN (FC)	BEAUTYREST	260,809	11-Feb-53	47 LOC.	R	
SPAIN (FC)	SIMMONS	76,184	11-Oct-29	6,20	R	
SPAIN (FC)	SIMMONS	250,916	14-Jul-53	6,20	R	
SRI LANKA	DR. HARD			20	PEND	
SRI LANKA	MAXIPEDIC			20	PEND	
SRI LANKA (FC)	BACKCARE			20	PEND	78839
SRI LANKA (FC)	BEAUTYREST			20	PEND	78836
SRI LANKA (FC)	HIDE-A-BED			20	PEND	78835
SRI LANKA (FC)	S AND GLOBE DESIGN	78838	30-May-96	20	R	78838
SRI LANKA (FC)	S AND HOUSE DESIGN			20	PEND	78837
SRI LANKA (FC)	SIMMONS			20	PEND	78840
SWAZILAND	BEAUTYREST LABEL	252/1992	30-Mar-42	20	R	
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	25-Mar-82	20,22	R	
SWITZERLAND	HIDE-A-BED	210029		20	R	
SWITZERLAND	S AND HOUSE DESIGN	258,053	06-Apr-72	20,22	R	
SWITZERLAND	SIMMONS	317,895	17-Jul-62	20,22	R	
SYRIA	S AND HOUSE DESIGN	9642	04-May-72		R	
TAIWAN	BEAUTYREST	529803	18-Jul-91	85 LOC.	R	
TAIWAN	BEAUTYREST	77283	01-Aug-75	36 LOC.	R	
TAIWAN	BEAUTYREST (CHINESE)			65	PEND	
TAIWAN	BSTS			20	PEND	
TAIWAN	DEEPSLEEP	627517	18-Oct-82	65	R	(71)5467
TAIWAN	DEEPSLEEP	621981	16-Nov-93	85	R	
TAIWAN	DEEPSLEEP (IN CHINESE)			65	PEND	
TAIWAN	Five Zones for Your Bones			20	PEND	
TAIWAN	S AND HOUSE DESIGN	77832	01-Sep-75	72 LOC.	R	
TAIWAN	SIMMONS (IN CHINESE)			73 LOC.	PEND	
TAIWAN	THE DO NOT DIST MATT			20	PEND	
TAIWAN (FC)	BACKCARE			20	PEND	
TAIWAN (FC)	BEAUTYREST	77841	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	HIDE-A-BED	77839	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	S AND GLOBE DESIGN			20	PEND	88013239
TAIWAN (FC)	S AND HOUSE DESIGN	77840	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	S AND HOUSE DESIGN	77739	01-Sep-75	38 LOC.	R	
TAIWAN (FC)	SIMMONS	77839	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	SIMMONS	77831	01-Sep-75	72 LOC.	R	
TAIWAN (FC)	SIMMONS	726635	1-Sep-96	24 INT	R	8400222
THAILAND	BACKCARE			20	PEND	
THAILAND	S AND HOUSE DESIGN			20	PEND	327224
THAILAND	S AND HOUSE DESIGN	228104-Kor.2174		20	PEND	
THAILAND	SIMMONS			20	PEND	374081
THAILAND	SIMMONS	KOR97639	10-Nov-98	20	R	68572
THAILAND	SIMMONS - STYLIZED			20	PEND	333894
THAILAND (FC In process)	BEAUTYREST - (Lost - 10-98)			20	PEND	96-320867
THAILAND (FC In process)	S AND CROWN (Lost 10-98)			20	PEND	320868
THAILAND (FC In process)	S & HOUSE W/SIMMONS			20	PEND	327577
THAILAND (FC)	S AND GLOBE DESIGN			20	PEND	327578
TRANSKEI (SOUTH AFRICA)	BEAUTYREST	259/42	30-Mar-42	20	R	
TRANSKEI (SOUTH AFRICA)	S DEVICE	872/1891	28-Mar-72	20	R	
TRANSKEI (SOUTH AFRICA)	SIMMONS			20	PEND	92/0340
TRINIDAD & TOBAGO	BEAUTYREST			20	PEND	
TRINIDAD & TOBAGO	SIMMONS			20	PEND	
TUNISIA	BEAUTYREST				PEND	
TUNISIA	HIDE-A-BED				PEND	
TUNISIA	SIMMONS				PEND	

U.K.	CONTOURFLEX	B1,241,627	10-May-85	6		R	
U.K.	HIDABED	966,432	03-Jul-85	20		R	
U.K. (FC)	CONTOURFLEX	1497099	09-Apr-92	20		R	
U.K. (FC)	HYDABED	B961346	22-Jun-70	20		R	
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-Sep-96	6,20		R	TZ803034
UKRAINE (FC)	HIDE-A-BED	6590	26-Dec-95	6,20		R	TZ803035
UKRAINE (FC)	S & GLOBE DESIGN			20		PEND	96020537
UKRAINE (FC)	S & HOUSE DESIGN	6647	29-Mar-96	6,20		R	TZ803036
UKRAINE (FC)	SIMMONS (STYLIZED)	6961	29-Jun-96	6,20		R	TZ803033
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 (FC)	MAXIPEDIC	252,791	21-Aug-92	20		R	
URUGUAY (FC)	S AND HOUSE DESIGN	271372	18-Oct-74	10		R	
URUGUAY (FC)	S AND HOUSE DESIGN	271371	18-Oct-74	20		R	
URUGUAY (FC)	S AND HOUSE DESIGN			24		PEND	
URUGUAY (FC)	SIMMONS - EXPIRED IN 1988	65255	17-Oct-55	20		R	
VENDA (SOUTH AFRICA)	BEAUTYREST	259/42		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			20		PEND	
VENEZUELA	NO FLIP			20		PEND	
VENEZUELA	POCKETED COIL						
VENEZUELA	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	33053
VIETNAM	S & HOUSE DESIGN	21994	3-Oct-96	20		R	25984
VIETNAM	SIMMONS	21912	3-Oct-96	20		R	25981
ZIMBABWE	BEAUTYREST			20		PEND	740/96
ZIMBABWE	S & GLOBE DESIGN			20		PEND	740/96
ZIMBABWE	SIMMONS	740/96	14-Apr-96	20		R	740/96

*SOUTH AFRICAN REG. NOW COVERS BOPHUTHATHSWANA, TRANSKEI & VENDA (I.P. LAW RATIONALIZATION ACT, 1996)

*1 Germany, Benelux, Italy, Liechtenstein, Morocco, Monaco, San Marino, Switzerland, Czechoslovakia, Yugoslavia - Origin - France - BEAUTYREST - No. 376592

*2 Germany, Benelux, Italy, Liechtenstein, Morocco, Monaco, San Marino, Switzerland, Czechoslovakia, Yugoslavia - Origin - France - HIDE-A-BED - No. 374849

*3 Algeria, Germany, Benelux, Italy, Liechtenstein, Morocco, Monaco, Romania, San Marino, Switzerland - Origin - France - SIMMONS - No. 137292

All handled by Wartman & Merker on behalf of Info Establishment

International Marks (Part 2)

Trademark	Country	App/Reg	Class	
BEAUTYREST	JAPAN	57088552	24 25	Simons
LADY SIMONS	JAPAN	58035546	20 27	Simons
\$	JAPAN	60074759	20 27	Simons
[DEVICE MARK]	SOUTH AFRICA	99004623		20 Simons
S	SPAIN	979642		20 Simons
SIMMONS	ANTILLES NETH	A 012165	102024	
HIDE A BED	ANTILLES NETH	B 012165	20	
BEAUTY REST	ANTILLES NETH	C 012165	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	
S *	ARGENTINA	1290143	37	
S *	ARGENTINA	1290144	38	
S *	ARGENTINA	1290145	39	
S *	ARGENTINA	1290146	40	
S *	ARGENTINA	1290147	41	
S *	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	23976	20	
BACKCARE	BRAZIL	3568920	6	
S *	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 *	CHILE	468391	20	
SIMMONS	COLOMBIA	194606	20	
SI	DOMINICAN REJ	99154922	20 22	
SIMMONS BEAUTY	DOMINICAN REJ	99187784	20 22	
SIMMONS BEAUTY	DOMINICAN REJ	99187785	20 22	
BACKARE	DOMINICAN REJ	99187786	20 22	
SIMMONS BEAUTY	DOMINICAN REJ	99187787	20 22	
SIMMONS CONF	DOMINICAN REJ	99187788	20 22	
SIMMONS BEAUTY	DOMINICAN REJ	99187789	20 22	
S *	GUATEMALA	320594	12	
\$	GUATEMALA	321356	10	
BEAUTYREST *	HUNGARY	136462	20	
HIDE A BED	HUNGARY	136463	20	
S *	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	2024	
SIMMONS *	JAPAN	58035547	2425	
SIMMONS *	JAPAN	58035548	2027	
CENTAUR	KOREA SOUTH	93023232	06 07 08	
			09 11 12	
			16 17 18	
			19 20 21	
			2628	
S *	MEXICO	173012	202427	

S *	MEXICO	286831	2027
MAXIPEDIC	MEXICO	303681	2027
CONTOUR FLEX	MEXICO	483566	20
SLUMBER KING	NICARAGUA	4066	20
HIDE A RED	NICARAGUA	4067	20
DEEPSLEEP	NICARAGUA	4068	20
SIMMONS	NICARAGUA	4069	20
SIMMONS	PARAGUAY	99000216	20
BEAUTYREST	PARAGUAY	99000217	20
S SIMMONS *	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
S 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 AFRICA	1724	20
KANG JIAN	TAIWAN	532 109	20
DEEPSLEEP	TAIWAN	82017606	6
BEAUTYREST	THAILAND	159702	20
SIMMONS	THAILAND	159703	20
S *	THAILAND	159704	20
BEAUTYREST	TRINIDAD & TO	21257	20
MAXIPEDIC	TRINIDAD & TO	021258	20
BEAUTYREST	TRINIDAD & TO	29051	20
SIMMONS	TRINIDAD & TO	29052	20
S SIMMONS *	TRINIDAD-& TO	21259	20
BEAUTY SLEEP	URUGUAY	252792	20
BEAUTYREST	URUGUAY	252793	20
CONFREST	VENEZUELA	4373	20
QUIETUD	VENEZUELA	4374	20
MAXIPEDIC	VENEZUELA	7682	20
SIMMONS	VIET NAM	25981	20

	A	B	C	D	E	F	G	H	I	J	K
1	International Marks (Part 3)										
2											
3	COUNTRY	NAME	REG. NO.	ISSUE DATE	CLASS	STATUS	COMMENTS	OWNR	ORIG. FILE DATE	APP. SERIAL #	FOREIGN ASSOCIATE
4	ARGENTINA	SUENO PROFUNDO	1293106	07-Jun-93	20	R	ASS'D TO SIM ARGENTINA	SIM, ARG		1368903	MARVAL, O'FARRELL & MARAL
5	INTERNATIONAL (*)	BEAUTYREST	376 582		20, 24	R		IE			
6	INTERNATIONAL (*)	HIDE-A-BED	374 849		20	R		IE			
7	INTERNATIONAL (*)	SIMMONS	173 292	07-Dec-73	20, 24	R		IE			
8	LAOS	BACKCARE	4767	26-Jul-96	20	R		SAL EX U	26-Jul-96	4832	WILKINSON
9	LAOS	BEAUTYREST	4764	26-Jul-96	20	R		SAL EX U	26-Jul-96	4829	WILKINSON
10	LAOS	HIDE-A-BED	4765	26-Jul-96	20	R		SAL EX U	26-Jul-96	4830	WILKINSON
11	LAOS	S & HOUSE	4769	26-Jul-96	20	R		SAL EX U	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 BY	CVL			J. PEREIRA DA CEILIZ WARTMANN
15	ROMANIA (FC)	SIMMONS	2R173292	7-Dec-93				IE			
16	SINGAPORE (FC)	BACKCARE	B/3659-87	31-Jul-94	20	R	Assign to Simms Co. (USA)	SC, Ltd.			DREW & 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.

International Licenses

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, dated as of August 21, 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 May 20, 1998, between Simmons Company and Alfasid S.A. de C.V. Lease Agreement III, 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]

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:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Permitted Investments" shall mean Cash and Cash Equivalents.

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

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

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

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

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

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

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

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

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

"Security Collateral" shall mean:

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

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

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

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

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

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

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

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

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

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

ARTICLE II

GRANT OF SECURITY INTERESTS

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 Intellectual Property Collateral.

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

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

ARTICLE IV

COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.13 Intellectual Property.

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

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

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

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

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

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

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

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

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

ARTICLE V

SPECIAL PROVISIONS REGARDING RECEIVABLES AND CONTRACTS

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

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

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

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

ARTICLE VI

SPECIAL PROVISIONS REGARDING
SECURITY COLLATERAL

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

COLLATERAL ACCOUNT

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

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

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

ARTICLE VIII

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

REMEDIES; RIGHTS UPON DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

INDEMNITY

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

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

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

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

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

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

ARTICLE XI

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

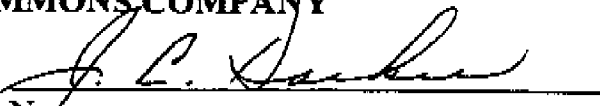
11.15 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

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

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

SIMMONS COMPANY

By



Name:

Title:

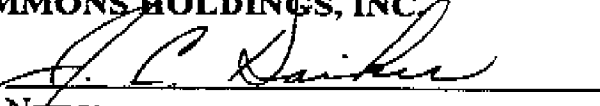
JONATHAN C. DAIKER
Executive Vice - President
Chief Financial Officer

Notice Address:

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

SIMMONS HOLDINGS, INC

By



Name:

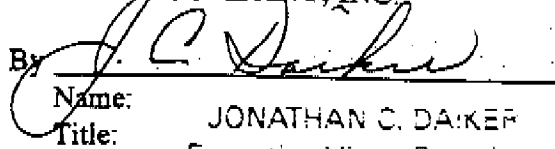
Title:

JONATHAN C. DAIKER
Executive Vice - President
Chief Financial Officer

Notice Address:

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

**SIMMONS INTERNATIONAL
HOLDING COMPANY, INC**

By 

Name: JONATHAN C. DAIKER
Title: Executive Vice - President

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

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

By 

Name: Michael J. Cerminaro

Title: Director
Leveraged Finance

By 

Name: Michael R. Gray

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

PART II

Pledged Notes

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

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SCHEDULE II
LOCATIONS OF EQUIPMENT AND INVENTORY

Locations of Equipment

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

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

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

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

Locations of Inventory

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

SCHEDULE III**LOCATIONS OF CHIEF EXECUTIVE OFFICES****Locations of Chief Executive Offices**

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

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

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

SCHEDULE IV**Intellectual Property****ITEM A: COPYRIGHTS**

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

ITEM B: COPYRIGHT LICENSES

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

ITEM C: PATENTS

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

ITEM D: PATENT LICENSES

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

ITEM E: TRADEMARKS

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

ITEM F: TRADEMARK LICENSES

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

ITEM G: TRADE SECRET LICENSES

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

Annex A
Copyrights

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

Annex B

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

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

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

<i>Licensee</i>	<i>Date and Term</i>	<i>Intellectual Property Licensed</i>
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
Caurval 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 Macau
Simmons Asia Limited (New Territories License Agreement)	6/30/87; perpetual	Exclusive use of SIMMONS, BEAUTYREST, HIDE-A-BED, S & HOUSE DESIGN and other trademarks and all patents issued by governments in the licensed territory for use in mattresses, box springs, bedding components and related accessories in India, China, Taiwan, Philippines, South Korea and 14 other countries in South Asia

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

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

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

1. Other Material Agreements:

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

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

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

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

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

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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.

Annex C
Patents

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

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

1233204.01

Simmons Company-Foreign and Domestic

28-Oct-98

Client	Country/Name	CAD Number	Title	AppNumber	RDDate	PatNumber	InDate	ExpDate	Remarks
SBC-001	Australia	980038	POCKETED SPRING ASSEMBLY	3643780	3/14/80	539650	2/28/85	3/14/90	
SBC-001	Canada	980038	POCKETED SPRING ASSEMBLY	365913	2/19/80	1137780	7/13/82	3/13/89	
SBC-001	Italy	980038	POCKETED SPRING ASSEMBLY	4803980	2/28/80	1137369	3/21/86	2/28/90	
SBC-001	Japan	980038	POCKETED SPRING ASSEMBLY	3667780	3/18/80	1276331	8/16/85	12/11/91	Expired for non-payment of 8th year annuity
SBC-001	United Kingdom	980038	POCKETED SPRING ASSEMBLY	805062	2/14/80	2044609	4/20/83	2/14/90	
SBC-001	United States of America	980038	POCKETED SPRING ASSEMBLY	022067	3/19/79	4234984	11/23/80	3/19/89	Original Confesurfex Construction
SBC-001	Venezuela	980038	POCKETED SPRING ASSEMBLY	40480	3/18/80	42739	8/26/83	8/26/93	
SBC-002	United States of America	980038	REINFORCED BOX SPRING FRAME	123261	2/21/80	4399373	8/23/83	8/23/90	7 1/2" Bounce Box Spring Frame
SBC-003	United States of America	980038	ADJUSTABLE PIRAINNESS MATTRESS FLEADY TOY	276133	6/22/84	4424600	1/10/84	6/22/91	Adjustable Cuckooe Bessah P.T.

Client Ref	Country Name	CALL Number	TITLE	App Number	FILE Date	Pat Number	Invent	Exp Date	Remarks
IBC-004	United States of America	980038	100 005 AIR BED ARRANGEMENT	273938	6/22/81	4433864	3/13/84	6/23/01	Air Bed Containing Air Compressor
SBC-003	Australia	980035	400 008 POCKETED SPRING ASSEMBLY APPARATUS	8130081	3/11/82	338487	1/23/85	3/11/90	
IBC-003	Mexico	980038	400 045 HIGH SPEED BHATTYREST COIL STRING ASSEMBLY						No information was received for this application. Mr. Gonzalez is checking patent office records for title
IBC-003	United States of America	980038	100 006 POCKETED SPRING ASSEMBLY APPARATUS	313374	11/20/81	4431946	6/3/84	11/20/08	Cleverleaf - Ultrasonic Welded IFR Construction by Varying Weld Lengths to Adjust 2 Rows of Coil & Substitute to a Cleverleaf
SBC-003	Venezuela	980038	400 037 POCKETED SPRING ASSEMBLY APPARATUS	41082	3/10/82	43036		3/26/97	
SBC-006	Brazil	980038	400 019 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS			717802002	12/1/78	12/1/93	
SBC-006	Canada	980038	400 014 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	302195	4/28/78	1083397	9/16/80	9/16/91	
SBC-006	France	980038	400 027 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	7813128	5/3/78	2389373	11/23/83	3/3/98	
SBC-006	Italy	980038	400 032 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	4918176	5/7/78	1109346	10/7/85	3/3/98	

Client/	Country/Name	CAN Number	Title	App Number	File No	Pub Number	Issue Date	Exp Date	Remarks
SBC-006	Mexico	980058	400 002 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	173147	3/4/78	147971	9/20/82	9/28/92	
SBC-006	United States of America	980055	300 007 METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	284240	9/5/77	443977	4/3/84	4/3/91	Ultrasonic Pocket Machine
SBC-007	Argentina	980058	400 003 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	284668	3/9/82	227965	12/20/82	12/20/97	
SBC-007	Canada	980058	400 017 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	397777	3/8/82	1179490	12/18/84	12/18/91	
SBC-007	European Patent Office	980058	400 021 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	82301251.3	3/11/82	0060146	1/2/86	3/11/94	Switzerland, West Germany, France, United Kingdom and Italy, Lapsed for failure to pay 1991 annuities
SBC-007	United States of America	980058	300 008 APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	343891	1/29/82	4401501	8/30/83	3/11/94	Continuiter Machine - Ultrasonic Assembly of P.C. Construction
SBC-008	United States of America	980034	300 009 THERMALLY CONTROLLED HEATING MATTRESS	273960	6/22/81	4421308	12/27/83	6/22/91	Thermally Controlled Heating Mattress
SBC-009	Japan	980058	400 072 MATTRESS	57407316	6/22/82			2/16/93	
SBC-009	United States of America	980034	300 010 BED MATTRESS HAVING AN IMPROVED PILLOW TOP	273955	6/22/81	4449261	5/22/84	6/22/91	Removable Core & Cushion Reversible Top Mattress Covering

Client Ref	Country Name	CAN Number	Title	App Number	Pub Date	Pub Number	Pub Date	Exp Date	Remarks
SBC-010	United States of America	980058	300 011 INDEPENDENT BLOCK ASSEMBLY OF SPRINGS	419059	9/17/82	453344	6/18/85	9/17/02	Clovesleaf Assembly of Pockeled Coils
SBC-011	United States of America	980058	300 012 STABILIZED MATT RBS BORDER	467343	7/17/82	4462129	7/21/84	7/21/97	B/R 2-Coil Pockeled Coil, Layed 7/21/97 for non-payment of maintenance fee
SBC-012	United States of America	980058	300 013 COIL SPRING CONSTRUCTION	487739	4/7/83	4485306	12/4/84	4/7/03	Form Stabilized Pockeled Coil Construction
SBC-013	United States of America	980058	300 014 BOX SPRING HAVING COIL COMPRESSION STOPS	517099	7/8/83	4319107	3/28/83	7/8/03	Continued from Springs
SBC-014	Canada	980058	400 019 ULTRASONIC SEPARATION APPARATUS	466849	1/11/84	1230712	4/21/87	4/21/04	
SBC-014	European Patent Office	980058	400 034 ULTRASONIC SEPARATION APPARATUS	8480330.2	5/17/84	0144114	4/13/88	5/17/04	Belgium, Switzerland, Germany, France, United Kingdom, Italy, Netherlands, Italy
SBC-014	Japan	980058	400 040 ULTRASONIC SEPARATION APPARATUS	59134042	6/28/84	1593408	12/27/90	6/28/04	
SBC-014	United States of America	980058	300 015 ULTRASONIC SEPARATION APPARATUS	548053	11/2/83	4491491	3/1/85	11/2/03	Counter-Drive Ultrasonic Knife System
SBC-013	Australia	980058	400 005 INNER SPRING CONSTRUCTION	3333384	9/26/84	577545	3/2/89	9/26/04	
SBC-013	Belgium	980058	400 215 INNER SPRING CONSTRUCTION	84306853.3	10/29/84	0154076	4/18/90	10/29/04	
SBC-013	Canada	980058	400 013 INNER SPRING CONSTRUCTION	464467	10/2/84	1230289	4/7/87	4/7/04	

Client Ref	Country/Name	CAMI Number	TWA	App Number	BUD Date	Pat Number	Ex Date	Exp Date	Remarks
SBC-013	European Patent Office	980038	400 021	843068332	10/9/84	0134076	4/18/90	10/9/04	Belgium, Germany, France, U.K., Italy, Luxembourg, Netherlands
SBC-013	France	980038	400 216	843068332	10/9/84	0134076	4/18/90	10/9/04	
SBC-013	Germany	980038	400 219	843068332	10/9/84	3481965-1	4/18/90		
SBC-013	Italy	980038	400 217	843068332	10/9/84	0134076	4/18/90	10/9/04	
SBC-013	Japan	980038	400 033	59-233047	13/3/84			8/29/90	
SBC-013	Luxembourg	980038	400 221	843068332	10/9/84	0134076	4/18/90		
SBC-013	Mexico	980038	400 041	208334	2/14/85	163213	3/16/92	2/14/05	Next set of families due in 2001
SBC-013	Netherlands	980038	400 118	843068332	10/9/84	0134076	4/18/90		
SBC-013	Spain	980038	400 043	541.1165	3/8/85	541.1365	3/31/85	3/5/06	
SBC-013	Spain	980038	400 048	5513782	1/29/85	5513782	8/14/86	1/29/06	
SBC-013	United Kingdom	980038	400 220	843068332	10/9/84	0134076	4/18/90		
SBC-013	United States of America	980038	200 016	308667	3/9/84	4578824	4/1/86	2/9/04	SHAD Construction (Straps Clued Together)

ClientRef	Country/Name	CAM Number	Title	AppNumber	PubDate	PubNumber	PubDate	ExpDate	Remarks
SBC-016	Australia	980038	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	4316003	9/10/85	582187	7/28/89	9/10/05	
RBC-016	Austria	980051	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	400406	1/29/86	396100	5/25/93	1/28/05	
SBC-016	Belgium	980038	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	83301642.6	3/8/85	0155138	7/4/90	3/8/05	
RBC-016	Canada	980058	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	481118	5/9/85	1334683	4/5/88	4/5/05	
SBC-016	European Patent Office	980058	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	83301642.6	3/8/85	0155138	7/4/90	3/8/05	Belgium, Germany, France, U.K., Italy, Luxembourg, Netherlands
SBC-016	France	980058	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	83301642.6	3/8/85	0155138	7/4/90	3/8/05	
SBC-016	Germany	980058	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	83301642.6	3/8/85	3578303	7/4/90	3/8/05	
SBC-016	Italy	980058	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	83301642.6	3/8/85	0155138	7/4/90	3/8/05	

Client/Ref	Country/Name	CAM Number	Title	App/Number	File/Date	Pub/Number	Iss/Date	Exp/Date	Remarks
BBC-016	Japan	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTIONS	60-109319	5/14/85	1598743	1/28/91	3/14/05	
BBC-016	Luxembourg	910018	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTION	833016426	3/18/93	01333158	7/11/90	3/18/05	
BBC-016	Mexico	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTIONS	206378	1/23/85	363932	6/29/92	9/21/03	Not out of validity due to 2001
BBC-016	Netherlands	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTION	833016426	3/18/93	01333158	7/11/90	3/18/05	
BBC-016	New Zealand	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTIONS	211505	3/19/83	2111505	10/22/87	3/19/01	
BBC-016	Spain	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTIONS	343688	3/30/83	343688	3/4/86	3/4/06	
BBC-016	United Kingdom	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTION	833016426	3/18/93	01333158	7/11/90	3/18/05	
BBC-016	United States of America	980038	METHOD AND APPARATUS FOR MANUFACTURING INHERSPRING CONSTRUCTIONS	693311	1/28/85	4366926	1/28/86	3/9/04	USPTO Assembly Machine

Client Ref	Country/Name	CAM Number	Title	App Number	PIIDate	Pat Number	1st Date	Exp Date	Remarks
SBC-017	United States of America	980031	300 018 APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	683573	12/24/84	4365046	1/21/86	12/24/84	Adjustable Ultrasonic Straps for Ultrasonic Coiler
SBC-018	Canada	980031	400 018 THERMALLY WELDED SPRING POCKETS	306671	4/21/78	1071333	2/9/80	2/5/97	
SBC-018	Japan	980038	400 038 THERMALLY WELDED SPRING POCKETS	4864078	4/24/78	1094844	4/23/82	4/24/98	
SBC-018	Spain	980038	400 050 THERMALLY WELDED SPRING POCKETS	340730	2/26/85	293796	11/10/87	2/26/03	
SBC-018	United Kingdom	980038	400 054 THERMALLY WELDED SPRING POCKETS	1521078	4/18/78	1386909	5/27/81	01/1/98	
SBC-018	United States of America	980038	300 049 THERMALLY WELDED SPRING POCKETS	942543	10/2/78	4238983	3/12/80	13/23/97	Ultra-Sonically Welded P.C. Straps
SBC-019	United States of America	980038	300 020 UPTOL-STRY COIL TRANSFER MECHANISM	829218	8/21/77	4165808	8/29/79	8/31/97	Coil Transfer Mechanism
SBC-020	United States of America	980038	300 021 PLATFORM BED	837392	9/28/77	4106138	8/15/78	9/28/97	Platform Bed
SBC-021	France	980038	400 028 POCKETED SPRING ASSEMBLY	8003875	3/17/80	2411729	1/23/80	3/17/00	
SBC-021	United States of America	980038	300 023 POCKETED COIL STRINGS HAVING A FLAT OVERLAY SIDE SEAM	234482	3/19/89	4986318	4/22/91	6/13/98	Early Side Seal Directional

Clientlet	Country/Region	CAM Number	Title	AppNumber	PubDate	PatNumber	PubDate	ExpDate	Remarks
SBC-021	United States of America	980051	METHOD FOR PROVIDING POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM OVERLAP SIDE SEAM	209920	6/13/81	4854021	8/8/89	6/13/88	Early Side Seal
SBC-011	United States of America	980058	MATTRESS OR CUSHION SPRING ARRAY	295063	1/9/89	4893352	1/23/90	1/23/98	Molded Plastic Bellows-Type Coils, Lapsed 1/23/98 for failure to pay maintenance fee
SBC-024	Canada	980058	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL	1047438-6	7/8/91	2047438	3/1/97	7/8/91	
SBC-024	Israel	980058	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	100316	12/26/91	100316	1/9/94	12/26/11	
SBC-024	Japan	980058	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	3321398	12/5/91				
SBC-024	United States of America	980058	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	007159	1/12/93				E.T.L. Inlet System
SBC-024	United States of America	980051	METHOD AND APPARATUS FOR ROCKBED COIL CONSTRUCTION HAVING IMPROVED TRACKING CHARACTERISTICS	424552	4/17/93	5389887	4/23/96	4/23/13	E.T.L. Inlet System (Cont- Dm)
SBC-024	United States of America	980058	APPARATUS FOR COMPRESSING A SPRING	637290	12/7/91	5186413	2/16/93	12/7/11	E.T.L. Coiler Improvements
SBC-023	Belgium	980058	BEDDING CONFIGURATION HAVING AVAILABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	433363	12/20/95	4/17/11	

Client Ref	Country Name	CAM Number	Title	App Number	Pub Date	Pub Number	Incl Date	Exp Date	Remarks
81C-023	Denmark	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	433363			
81C-023	European Patent Office	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	433363	12/20/93	4/17/11	Active in Belgium, Denmark, Germany, Spain, France, Italy, Sweden and the UK; opposites paid by Cabinet Weasden
81C-023	Finland	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	914866	4/17/91	93197	1/10/96	4/17/11	
81C-023	Finland	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	942306	3/25/94				Apparatus being paid by Cabinet Weasden
81C-023	France	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	433363	12/20/93	4/17/11	
81C-023	Germany	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	69113349	12/20/93		
81C-023	Hong Kong	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	98107173.7	6/27/98				
81C-023	Israel	980038	HYBRID MATTRESS INCLUDING MEDIUM AIR SUPPORT	97838	4/16/91	97838	11/27/94	4/16/11	
81C-023	Italy	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	433363	12/20/93	4/17/11	
81C-023	Japan	980038	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	023396	4/17/91	176980	12/16/94	4/17/11	Not out of opposites due in 2001

ClientRef	Country/Name	CAM Number	Title	App/Inumber	PODate	Pathnumber	LnDate	ExpDate	Remarks
SBC-015	Spain	980038	400 171 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	2023912	1220/95	4/17/11	
SBC-015	Sweden	980038	400 175 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	1220/95	4/17/11	
SBC-015	United Kingdom	980038	400 172 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	1220/95	4/17/11	
SBC-015	United States of America	980038	200 027 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	310692	4/18/90	5103498	4/21/92	4/18/10	Spendless Air Support
SBC-023DIY	Belgium	980038	400 200 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-023DIY	Denmark	980038	400 201 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-031DIY	European Field Office	980038	400 070 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98	4/17/91	Active in Belgium, Germany, Denmark, Spain, France, Italy, Sweden and the U.K.; summitis paid by Cabot Wetstein
SBC-023DIY	France	980038	400 202 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-031DIY	Germany	980038	400 203 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	69139703	7/1/98		
SBC-023DIY	Hong Kong	980038	400 212 BEDDING CONFIGURATION HAYING VARIABLE SUPPORT CHARACTERISTICS						

ClientRef	Country Name	CAM Number	Title	Appl Number	Full Date	Part Number	End Date	Exp Date	Remarks
SBC-021D1V	Italy	980058	400 204 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-021D1V	Sweden	980058	400 205 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-021D1V	United Kingdom	980058	400 206 BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
SBC-0216	United States of America	980058	300 029 BOX SPRING CORNER SUPPORT	934206	8/21/92	3163291	11/20/93	10/22/11	Box Spring Plastic Corners
SBC-026	United States of America	980058	300 028 BEDDING SYSTEM INCLUDING SPRING HAVING LAMINATING MEMBRANE	781347	10/22/91	5163223	11/24/92	10/22/11	Plastic Box Spring
SBC-027	United States of America	980058	300 030 MATTRESS HAVING 2-PLY MOISTURE BARRIER AND REPLACEABLE UPHOLSTERY	025022	3/4/93	3311624	5/17/94	2/1/13	Moisture Resistant Mattress Construction/Retil a Center
SBC-027	United States of America	980058	300 034 MATTRESS HAVING 2-PLY MOISTURE BARRIER AND REPLACEABLE UPHOLSTERY	243137	5/16/94			2/21/96	Moisture Resistant Mattress Construction/Retil a Center
SBC-028	Israel	980058	400 029 PILOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	100517	12/26/91	100519	07/16/93	12/26/11	
SBC-028	Japan	980058	400 026 PILOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	451311	3/10/92				

Client Ref	Country/Name	CAM Number	Title	Appl Number	Formula	Part Number	Inst Date	Exp Date	Remarks
SBC-028	United States of America	980038	300 031 FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	673303	3/21/91	5144707	9/8/92	3/21/91	Foam Particle Flotation System Using Valco Process
SBC-021	United States of America	980038	300 033 FLOTATION SYSTEM INCLUDING IMPROVED CUSHIONING AND SUPPORT FEATURES	961373	10/14/92	5205341	2/8/94	2/15/98	Flotation Tray Design with Hinge; Inps 2/15/98 for non-payment of maintenance fee
SBC-028	United States of America	980038	300 032 FLOTATION SYSTEM WITH LINER TRAY	850480	3/12/92	5245716	9/23/93	9/21/97	Flotation Tray with Fil Bldgs
SBC-029	France	980038	400 026 CONVERTIBLE BED	841209	8/1/84			11/12/87	
SBC-029	United States of America	980038	300 034 CONVERTIBLE BED	873338	6/20/86	4803742	2/14/89	6/20/86	Slide-A-Bed
SBC-030	Australia	980038	400 003 FLOTATION MATRESS	3018879	8/22/79	530149	12/8/83	8/22/89	
SBC-030	Canada	980038	400 011 HEADTATION MATRESS	334859	8/31/79	1103818	6/23/81	6/23/98	
SBC-030	European Patent Office	980038	400 020 WATERBED MATRESS	29101700.0	8/31/79	0081930	2/1/84	8/31/88	Austria, Switzerland, West Germany, France, Italy, Netherlands, Sweden. All lapsed for failure to pay 1918 annuity; U.K. lapsed for failure to pay 1991 annuity
SBC-030	Japan	980038	400 034 FLOTATION MATRESS	34110333	9/4/81	1093371	4/27/82	9/4/88	Replaced for failure to pay 8th year annuity
SBC-030	Taiwan	980038	400 032 FLOTATION MATRESS	6924586	8/29/79	14433	6/1/81	5/31/91	
SBC-030	United States of America	980038	300 035 FLOTATION MATRESS	939049	9/1/78	4245362	1/20/81	9/1/98	Water Coil

ClientRef	Country/Region	CAM Number	TRF	AppNumber	FileDate	PatNumber	IssueDate	ExpDate	Remarks
SBC-010	Venezuela	980058	400 035	162475	8/11/79	44911	5/8/87	5/8/97	
SBC-011	Australia	980058	400 004	787408	12/19/83	344327	11/21/85	1/23/86	
SBC-031	Canada	980058	400 012	391138	12/22/81	1167177	5/8/84	5/8/81	
SBC-001	United States of America	980058	300 016	939039	9/4/78	4243363	11/20/81	9/1/98	Water Bed w/Two Coils in Module
SBC-032	United States of America	980058	300 037	636090	11/28/75	4012802	3/7/77	3/22/94	Reinforced Non-Spring Foundation - Coils and Module
SBC-003	United States of America	980058	300 038	622866	10/16/75	4051567	10/4/77	10/4/94	Wire-Tied Assembly with Reinforced Spring Ribs
SBC-034	United States of America	980058	300 039	503106	9/4/74	3968541	7/13/76	7/13/93	Fire-Resistant Cotton Fib
SBC-035	United States of America	980058	300 040	234168	4/14/81	4378609	4/3/83	4/4/01	Hide-A-Bed Mechanism
SBC-036	Australia	980058	400 104	1136295	12/29/94			6/1/97	
SBC-036	Canada	980058	400 103	2189549	12/29/94			12/29/94	

Client Ref	Country Name	CAN# Number	Title	Appl Number	FID Date	Pat Number	In Date	Exp Date	Remarks
SBC-016	European Patent Office	980051	400 081 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES						
SBC-016	Mexico	980051	400 083 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER						Application not filed per Saul Gonzalez of Grupo due to late instructions and priority date was missed
SBC-016	Patent Cooperative Treat	980051	400 084 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	PCT/US94/14995	12/29/94				Failed national stage in Australia, Canada and Russia
SBC-016	Russia Federation	980058	400 105 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	96133113	12/29/94			12/29/94	
SBC-016	United States of America	980038	300 058 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER	01/466864	6/6/95				Onie Unruh (Abandoned)
SBC-016	United States of America	980038	300 042 METHOD FOR MANUFACTURING MATTRESSES OR BOX SPRINGS, INCLUDING IMPROVED SPRING TRANSFER	218814	5/6/94	347873	12/5/93	5/6/14	Onie Unruh
SBC-017	Australia	980058	400 107 CONDITIONING POCKETED COIL SPRINGS	15962193	12/30/94			12/30/14	
SBC-017	Canada	980058	400 108 CONDITIONING POCKETED COIL SPRINGS	2197647	12/30/94			12/30/14	
SBC-017	China	980058	400 109 CONDITIONING POCKETED COIL SPRINGS	94195182.0	12/30/94			12/30/14	

ClientRef	CountryName	CA# Number	Title	Appl Number	Pub Date	Publication	Int Date	Exp Date	Remarks
SBC-037	Czech Republic	980058	CONDITIONING POCKETED COIL SPRINGS	PV46197	12/30/94			02/01/14	
SBC-037	European Patent Office	980058	CONDITIONING POCKETED COIL SPRINGS	95907933.4	12/08/94			12/30/14	
BHC-037	Hong Kong	980058	CONDITIONING POCKETED COIL SPRINGS						
SBC-037	Hungary	980058	CONDITIONING POCKETED COIL SPRINGS		12/30/94			12/30/14	
SBC-037	Japan	980058	CONDITIONING POCKETED COIL SPRINGS	8-30723	12/30/94			12/30/94	
SBC-037	Mexico	980058	METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	911328	09/05			09/05	Exam completed and final amendments paid; next amendments due upon grant
SBC-037	Patent Cooperation Treat	980058	METHOD & APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	PC/TUS94/14891	12/10/94				Entered national phase in Canada, China, EPO, Hungary, Russia, Czech, Australia, Poland and previously filed in Mexico
SBC-037	Poland	980058	CONDITIONING POCKETED COIL SPRINGS	318645	12/08/94			12/30/14	
SBC-037	Russian Federation	980058	CONDITIONING POCKETED COIL SPRINGS	97102733	12/08/94			12/30/14	
SBC-037	United States of America	980058	METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	464111	03/95	553443	09/09/96	01/31/14	Weld Method Using Induced Jaw (3/9)
SBC-037	United States of America	980058	METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	08304921	01/3/94	3572833	11/10/96	01/3/14	Heat Treating (Method and Apparatus)

Serial#	Country Name	CAM Number	Title	App Number	FIDate	Pat Number	SubDate	ExpDate	Remarks
SBC-031	Australia	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	1351693	12/29/94			4/25/97	
SBC-032	Canada	980031	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	2185526	12/29/94			8/24/14	
SBC-038	European Patent Office	980058	METHOD & APPARATUS FOR MANUFACTURING MATTRESSES & BOX SPRINGS	939072133	12/29/94			12/29/14	
SBC-039	Hong Kong	980036	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS		12/29/94				
SBC-038	Japan	980036	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	33401093	12/29/94			12/29/14	
SBC-038	Korea, South	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	70506186	12/29/94			12/29/14	
SBC-038	Mexico	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	951020	3/13/95			7/10/13	Exam requested and amicable pub. not ready due upon exam
SBC-038	Patent Cooperation Treat	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	PC1059403430	12/29/94				Entered national phase in Poland, Korea, Japan, Russia, Australia, Canada, previously filed in Mexico

Client/Id	Country/Name	CAM Number	Title	Appl/Number	PubDate	PubNumber	IssDate	ExpDate	Remarks
SBC-038	Poland	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	316310	12/29/94			12/29/94	
SBC-038	Russian Federation	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	96121926	12/29/94			12/29/94	
SBC-038	United States of America	980038	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	212235	2/14/94	5444205	6/29/93	2/14/94	Jack Sheal/Cable Head Improvements
SBC-039	United States of America	980038	ADJUSTABLE LUMBAR SUPPORT FOR FLOATATION SYSTEMS	112890	8/24/93	5333454	10/11/94	10/11/98	flotation Tray System
SBC-040	Australia	980038	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	2473295	5/3/95			6/20/97	
SBC-040	Canada	980038	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	2188532	5/3/95			5/31/95	
SBC-040	European Patent Office	980038	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	001					
SBC-040	Patent Cooperation Treat	980038	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	074	PC9703891/03703	5/3/95			Entered national phase in Russia, Australia and Canada

ClientRef	Country/Name	CLM Number	Title	AppNumber	FileDate	ProdNumber	LabDate	ExpDate	Remarks
8BC-040	Russian Federation	980058	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	96121132	5/5/95			5/21/95	
8BC-040	United States of America	980058	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	238833	5/5/94	5499414	2/19/96	5/5/14	Torison Bar Edge Support
8BC-041	European Patent Office	980058	METHOD AND APPARATUS FOR PROVIDING IMPROVED HOCKETED INNERSPRING CONSTRUCTIONS	95906589.7	12/10/94			12/10/94	
8BC-041	Hong Kong	980058	METHOD AND APPARATUS FOR PROVIDING IMPROVED HOCKETED INNERSPRING CONSTRUCTIONS						
8BC-048	Mexico	980058	METHOD AND APPARATUS FOR PROVIDING IMPROVED HOCKETED INNERSPRING CONSTRUCTION	955772	8/31/95			8/21/13	Exam requested and amendments filed; need amends due upon exam
8BC-041	Patent Cooperation Treaty	980058	METHOD AND APPARATUS FOR PROVIDING IMPROVED HOCKETED INNERSPRING CONSTRUCTION	PCT/US94/13266	12/31/94				Entered national phase in RPO, previously filed in Mexico
8BC-041	United States of America	980058	METHOD AND APPARATUS FOR PROVIDING IMPROVED HOCKETED INNERSPRING CONSTRUCTION	08602417	9/8/94	5621923	4/23/97	9/8/14	Chevron

Client	Country/Region	CAN# Number	Title	App# Number	Pub#	Pat# Number	Pub#	Exp#	Remarks
SBC-042	Canada	980038	400 068 INHERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FOR MANUFACTURING SAID CONSTRUCTION	2026822	100390	2026822	9/17/95	1003/10	BT Lines patent
SBC-043	United States of America	980038	300 049 INHERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FOR MANUFACTURING SAID CONSTRUCTION	484801	2/7/90	5016301	5/21/91	2/26/10	BT Lines Finished Protected Coil Construction
SBC-043	Canada	980038	400 069 METHOD AND APPARATUS FOR ASSEMBLING INHERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS OR THE LIKE	2026817	100390	2026817	8/8/93	1003/10	BT Lines patent
SBC-043	United States of America	980038	300 050 METHOD AND APPARATUS FOR ASSEMBLING INHERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS AND THE LIKE	484849	2/7/90	5126804	6/30/92	2/26/10	BT Lines Protected Coil Assembly
SBC-044	Patent Cooperation Treat	990038	400 075 KNOCK DOWN MATTRESS SYSTEM	PC73US9510357	BT/495				Did not enter the national stage
SBC-044	Spain	980038	400 051 ROCKETER SPRING ASSEMBLY	295397	10/1/86	295397		11/16/95	
SBC-044	United States of America	980038	300 051 KNOCK DOWN MATTRESS SYSTEM	080398237	3/3/93	5557013	9/24/96	2/21/15	KD Mattress
SBC-045	Patent Cooperation Treat	980038	400 079 KNOCK DOWN FOUNDATION FOR A BED	PC73US951099920	BT/385				Did not enter the national phase

Client/Ref	Country/Name	CAM Number	Title	AppNumber	FileDate	PubNumber	InvDate	ExpDate	Remarks
SBC-045	United States of America	980038	309 033 KNOCK DOWN FOUNDATION FOR A BED	399167	3/1/95	3469319	1/28/95	3/2/95	KDORITA Foundation
SBC-046	United States of America	990038	300 033 COILER APPARATUS						Coiler Lap Seal; Disclosure dropped per client
SUC-047	Australia	990038	400 140 MULTIPLE FIRMANESS MATTERS	1590793	9/13/95	693946		9/13/97	
SBC-047	Iraq	980038	400 141 MULTIPLE FIRMANESS MATTERS	819310383.2	9/13/95			9/13/97	
SBC-047	Canada	980038	400 142 MULTIPLE FIRMANESS MATTERS	2213750	9/13/95			9/13/97	
SBC-047	China	980038	400 143 MULTIPLE FIRMANESS MATTERS	93197916.7	9/13/95			9/13/97	
SBC-047	European Patent Office	980038	400 148 MULTIPLE FIRMANESS MATTERS	93901329.9	9/13/95			9/13/97	
SBC-047	Hong Kong	980038	400 210 MULTIPLE FIRMANESS MATTERS	98110643.1	9/16/98				
SBC-047	Japan	980038	400 144 MULTIPLE FIRMANESS MATTERS	5340221996	9/13/95			9/13/97	
SBC-047	Korea, South	980038	400 147 MULTIPLE FIRMANESS MATTERS	97-707891	9/13/95			9/13/97	
SBC-047	Mexico	980038	400 145 MULTIPLE FIRMANESS MATTERS	978399	9/13/95			9/13/97	
SBC-047	Patent Cooperation Treat	980038	400 080 MULTIPLE FIRMANESS MATTERS	PGT/US95/11785	9/13/95				
SBC-047	Russian Federation	980038	400 146 MULTIPLE FIRMANESS MATTERS	97170308	9/13/95			9/13/97	
SBC-047	United States of America	980038	300 034 MULTIPLE FIRMANESS MATTERS	08438888	9/10/95				Multiple Firmaness

Client Ref	Country/Name	CAN# Number	Title	App# Number	Pub Date	Pat# Number	Issue Date	Exp Date	Remarks
SBC-046	Australia	980058	400 149 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	6106196	6/6/96	589734	7/16/98	6/6/16	
SBC-048	Bangladesh	980058	400 087 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	61196	6/6/96				
SBC-043	Brazil	980058	400 150 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PI9609804-9	6/6/96			6/6/16	
SBC-040	Canada	980054	400 151 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	2223799	6/6/96				
SBC-048	China	980058	400 152 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	961961410	6/6/96			6/6/96	
SBC-041	European Patent Office	980058	400 160 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	969181919	6/6/96			6/6/06	
SBC-041	Hong Kong	980058	400 211 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	94111031.1	9/22/98				
SBC-041	India	980058	400 086 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	1244081/96	6/7/96				
SBC-046	Israel	980058	400 154 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	122402	6/6/96				
SBC-048	Japan	980058	400 153 METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	5019571997	6/6/96			6/6/16	

Client Ref	Country Name	CAM Number	Title	App Number	Pub Date	Pat Number	Iss Date	Expire	Remarks
8BC-048	Korea, South	980051	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	91-208896	6/6/96			6/6/16	
8BC-048	Malaysia	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	9602289	6/6/96			6/6/16	
8BC-048	Mexico	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	979661	6/6/96			6/6/16	
8BC-048	Pakistan	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	033206	6/6/96	135320		6/6/16	
8BC-048	Patent Cooperation Treat	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	PCT/US96/09700	6/3/96				
8BC-048	Philippines	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	51231	6/6/96				
8BC-048	Poland	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	33313	6/6/96			6/6/16	
8BC-048	Russian Federation	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	9810093	6/6/96			6/6/16	
8BC-048	Taiwan	980058	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	83107238	6/17/96			6/17/16	

Class Ref	Country Name	CAM Number	Title	App Number	Pub Date	Pub Number	In Date	Exp Date	Remarks
8BC-048	Thailand	980038	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	031808	6/6/96			6/6/96	
8BC-048	Thailand	980038	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	9801003804	6/6/96				
8BC-048	United States of America	980038	METHOD AND APPARATUS FOR FORMING STRINGS OF POKETED SPRINGS	08473913	6/7/93	5613287	3/13/97	6/7/13	Side Seal
8BC-049	Australia	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	31634093	8/14/93			8/14/13	
8BC-049	Urael	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	819310368-9	8/14/93			8/14/10	
8BC-049	Canada	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	2217645	8/14/93			8/14/13	
8BC-049	China	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	95197864.0	8/14/93			8/14/13	
8BC-049	European Patent Office	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	95330176.3	8/14/93			8/14/13	
8BC-049	Hong Kong	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	98109113.6	7/13/98				
8BC-049	Israel	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES		8/14/93			8/14/13	

Client/Att	Country/Name	CAM Number	Title	App Number	File No	Pat Number	Inventor	Exp Date	Remarks
SBC-049	Japan	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	3102651996	014093			01/4115	
SBC-049	Korea, South	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	97-106949	014095			01/4115	
SBC-049	Alaska	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	977632	014095			01/4115	
SBC-049	Patent Cooperation Treat	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	PCT/US93/10366	014095			01/4115	Authorized to file before 10/4 in Australia, Brazil, Canada, Poland, Israel, Mexico, China, Japan, S. Korea, RPO and Russia; Debra Nigley to confirm
SBC-049	Poland	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	312685	014095			01/4115	
SBC-049	Russian Federation	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	97118604	014095			01/4115	
SBC-049	United States of America	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	416065	474091			01/4115	Vacuum Packaging
SBC-049	United States of America	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	08/919653	020097			01/2017	Vacuum Packaging Review
SBC-049	United States of America	980038	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES	694803	020096	5622030	472097	4/4/15	Vacuum Packaging

ChartRef	Country/Name	CAN Number	TITLE	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-010	Argentina	980018	400 116 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	1970104139	9/10/97			9/10/17	
SBC-010	India	980018	400 118 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	254504097	9/8/97				
SBC-010	Israel	980018	400 117 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	121721	9/8/97			9/8/17	
SBC-010	Malaysia	980018	400 124 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	819704196	9/10/97				
SBC-010	Poland Cooperation Treat	980018	400 223 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PC17159711303	9/8/97				
SBC-010	South Africa	980018	400 119 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	978142	9/10/97	9780141	5/27/98	9/10/17	
SBC-010	Thailand	980018	400 122 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	039331	9/10/97			9/10/17	
SBC-010	United States of America	980018	700 060 IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	080711484	9/10/96	5749133	5/12/98	9/10/16	Side Ball Improvement

ClientRef	Country/Name	CAM Number	TU#	AppNumber	PubDate	PatNumber	IssDate	ExpDate	Remarks
SBC-050	Venezuela	980058	400 120	1821-97	9/9/97			9/9/17	
				IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS					
SBC-051	Argentina	980058	400 124	970104140	9/10/97			9/10/17	
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	Israel	980058	400 125	121722	9/8/97			9/8/17	
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	Malaysia	980058	400 127	9704199	9/10/97				
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	Patent Cooperation Treaty	980058	400 128	970104140	9/10/97				
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	South Africa	980058	400 126	970847	9/10/97	978447	9/27/98	9/10/17	
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	United States of America	980058	300 061	08711340	9/10/96	5746877	5/5/98	9/10/16	Quick Change Pusher Bar
				APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION					
SBC-051	Argentina	980058	400 176	990103549	6/1/98				
				METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS					
SBC-052	Bahama Islands	980058	400 178						Withdrawn
				METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS					
SBC-052	Bangladesh	980058	400 177	7798	6/2/98				Withdrawn
				METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS					

Client Ref	Country/Name	CAM Number	TIME	App Number	File Date	Pat Number	Issue Date	Exp Date	Remarks
SBC-032	Chile	980038	400 179		6/1/98				
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-031	Colombia	980038	400 180	9830-700	6/1/98				
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-032	Costa Rica	980038	400 181						Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-032	Creole	980038	400 182	1980294A	5/20/98				Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-032	Dominican Rep.	980038	400 183						Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS						
SBC-032	El Salvador	980038	400 184	SN2-03-98	6/1/98				Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS						
SBC-032	India	980038	400 185						Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
SBC-032	Honduras	980038	400 186						Withdrawn
			METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						

Client Ref	Country/Name	CAN Number	Title	Appl Number	Pub Date	Pat Number	Pub Date	Expiry Date	Remarks
SBC-032	India	980051	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	147202498	6/1/98				
SBC-032	Malaysia	980051	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	PI9802633	6/1/98				
SBC-032	Peru	980051	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	84523	6/1/98				Withdrawn
SBC-032	Peru	980051	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	PCT/US98/1355	5/29/98				
SBC-031	Peru	980051	METHOD AND APPARATUS FOR A LENGTH OF CONNECTED POCKETED COIL SPRINGS	442	6/1/98				
SBC-031	Philippines	980058	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS		6/1/98				
SBC-032	South Africa	980058	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	984692	6/1/98				
SBC-032	Taiwan	980058	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	37108371	6/16/98				

Client Ref	Country Name	CAN Number	Title	App Number	Pub Date	Pat Number	Pub Date	Exp Date	Remarks
8RC-032	Thailand	980038	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	044137	6/1/98				
8RC-032	United States of America	980038	INDUCTION HEATING PROCESS & APPARATUS	01/668129	5/20/97		5/20/97		Heat Treating - Pre-Colling
8RC-032	Venezuela	980038	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						
8RC-031	Patent Cooperation Treat	980038	QUILTED BORDER WINDER APPARATUS AND METHOD		9/18/98				Multi-Strapped Border Winder
8RC-031	United States of America	980038	QUILTED BORDER WINDER APPARATUS AND METHOD	08/041690	10/1/97		10/1/97		Multi-Strapped Border Winder
8RC-034	United States of America	980038	REVERSE LAP SEAL						FTT Type Lap Seal/Seam - Diaphragm dropped per Invention
8RC-033	Patent Cooperation Treat	980038	IMPROVED REINFORCED BEDDING FOUNDATIONS	PCV/US91/20459	9/29/98				
8RC-033	United States of America	980038	IMPROVED REINFORCED BEDDING FOUNDATIONS	08/251748	10/16/97			10/16/97	
8RC-035	United States of America	980038	METHOD AND APPARATUS FOR ASSEMBLING INTERFERRING CONSTRUCTIONS FOR MATTRESSES CUSHIONS AND THE LIKE	86-338	4/8/92	3637178	4/10/97	6/10/14	Older Method
8RC-037	United States of America	980038	PROTECTIVE MATTRESS COVER	09/109431	7/2/98				
8RC-039	United States of America	980038	IMPROVED MATTRESS PILLOWTOP	09/163937	10/2/98				

Client Ref	Country Name	CAM Number	Title	App Number	FID Date	Pat Number	In Date	Exp Date	Remarks
SBC-069	United States of America	910031	100 069 1-Zms Marcas						

31

Annex E: Trademarks

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

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

DOMESTIC TRADEMARKS

JUNE 1, 1998

REG. NO.	CLASS	MARK	REG. DATE	EXPIRES	STATUS	CLASS	STATUS	REG. NO.	CLASS	MARK	REG. DATE	EXPIRES	STATUS	REG. NO.	CLASS	MARK	REG. DATE	EXPIRES	STATUS
01	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	01-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
02	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	02-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
03	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	03-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
04	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	04-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
05	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	05-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
06	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	06-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
07	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	07-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
08	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	08-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
09	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	09-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
10	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	10-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
11	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	11-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
12	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	12-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
13	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	13-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
14	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	14-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
15	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	15-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
16	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	16-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
17	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	17-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
18	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	18-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
19	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	19-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20
20	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	ATTORNEY OF RECORD 3/2/93-12/93	20-82-91	1	ALFA ROMEO	1/1/81	1/1/98	20	REGISTERED	1	ALFA ROMEO	1/1/81	1/1/98	20

JERRETT TRADEMARKS

JUNE 4, 1998

MARK	CLASS	REG. NO.	REG. DATE	REG. TERM	STATUS	EXPIRES	REMARKS	FILED	CLASS	REG. NO.	REG. DATE	REG. TERM	STATUS	EXPIRES	REMARKS	FILED	CLASS	REG. NO.	REG. DATE	REG. TERM	STATUS	EXPIRES	REMARKS	FILED
TRIMARK-02173		1,664,171	01-09-01																					
TRIMARK-SHIRT (to be abandoned)		1,485,159	10-26-97																					
TRAVELER		518,121	01-09-01																					
TRISTIA		1,000,267	01-09-01																					
TRU-COMFORT		519,037	06-28-91																					
TRUCK		0,202,216	01-09-01																					
ULTRA FIT		1,581,715	01-09-01																					
ULTRA HANDBAG		0,413,013	01-09-01																					
VANDERBILT		018,488	12-24-93																					
VOAGE		527,818	11-04-98																					
WESTMINSTER		912,311	01-09-01																					
WILLOWBROOK		5,021,010	01-09-01																					
WINTERLITE		0095585	01-09-01																					
WINDSON		1,398,018	12-24-93																					
WORDS OF STEEP (Assignment)		066,010	01-09-01																					
WORLD'S FINEST BIRDING JINCK BIRD		1,918,018	01-09-01																					
100		1,791,021	01-09-01																					

INTERNATIONAL TRADEMARKS

MAY 26, 1998

CLASSIFICATION

REG. NO. CLASS. DATE STATUS IN. NO. STATUS

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INTERNATIONAL TRADEMARKS

MAY 26, 1998

REG. NO.	CLASS	MARK	FILED	ISSUED	EXPIRES	STATUS	REG. NO.	CLASS	MARK	FILED	ISSUED	EXPIRES	STATUS	REG. NO.	CLASS	MARK	FILED	ISSUED	EXPIRES	STATUS
1000000	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000000	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000000	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000001	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000001	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000001	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000002	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000002	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000002	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000003	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000003	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000003	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000004	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000004	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000004	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000005	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000005	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000005	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000006	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000006	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000006	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000007	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000007	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000007	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000008	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000008	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000008	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000009	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000009	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000009	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED
1000010	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000010	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED	1000010	1	BEAUTY BLISS	10/10/97	10/10/97	10/10/97	REGISTERED

SCHEDULE V

FILING OFFICES FOR UCC FINANCING STATEMENTS

Grantor: Simmons Company

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

227160.4

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.

	<i>State</i>	<i>Local</i>	<i>Central</i>
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.

	<i>State</i>	<i>Local</i>	<i>Central</i>
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

SCHEDULE VI

Insurance Certificates

227160.4

OCT 28 1998 17:08 FR ROPES & GRAY 212 753 1574 TO 94517215 P.02

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 10/28/98

PRODUCER
 AON RISK SERVICES INC OF NY
 TWO WORLD TRADE CENTER
 NEW YORK, NY 10048
 212-441-2591

INSURED
 SIMONS COMPANY
 ONE CONCORSE PARKWAY, STE 600
 ATLANTA, GA 30328-5345

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

COMPANIES AFFORDING COVERAGE

COMPANY A NATIONAL UNION FIRE INS CO
 COMPANY B AMERICAN HOME ASSURANCE CO
 COMPANY C
 COMPANY D

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

CO. LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	6132369	10/29/98	10/29/99	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (ANY AND EVERY) \$ 1,000,000 MED EXP (any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE	3209535 COMP/COLL. \$1,000 DEDUCTIBLE	10/29/98	10/29/99	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Occurrence) PROPERTY DAMAGE
	BISSOR LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	383579925	10/29/98	10/29/99	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
B	WORKERS COMPENSATION AND EMPLOYEE LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICER AND: <input type="checkbox"/> WEL <input type="checkbox"/> FEL	3472157 (A06) 3472158 (CA)	10/29/98	10/29/99	<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> OTHER STATE B. EACH ACCIDENT \$ 500,000 B. DISEASE - POLICY LIMIT \$ 500,000 B. DISEASE - EA EMPLOYEE \$ 500,000
C	ADD'L WC POLICIES	3472159 (IL, NY) 3472160 (IA) 3472161 (OR, WI)	10/29/98	10/29/99	\$500,000 EA. ACC. \$500,000 POL. LMT. \$500,000 EA. EMP.

DESCRIPTION OF OPERATION/LOCATION/VEHICLE/SPECIAL ITEMS
 UBS A.G., STAMFORD BRANCH, ADMINISTRATIVE AGENT IS ADDED AS AN ADDITIONAL INSURED ON BEHALF OF THE LENDERS UNDER THE CREDIT AND GUARANTEE AGREEMENT

ISSUANCE HISTORY UBS A.G., STAMFORD BRANCH ADMINISTRATIVE AGENT 877 WASHINGTON BLVD. STAMFORD, CT 06901

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *[Signature]* 382434000

OCT 28 1998 17:08 FR ROPES & GRAY
OCT-28-1998 15:23

212 753 1574 TO 94517216
JENNIFER DORSEY M&A @

P.03
212 441 1996 P.03

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED/REV 10/27/98

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

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

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Lexington Insurance Company
COMPANY B	
COMPANY C	
COMPANY D	

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

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

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

PRODUCER'S ADDRESS UBS A.C., Stamford Branch Administrative Agent 677 Washington Blvd. Stamford, CT 06901	INSURER'S ADDRESS SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> 311995000
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Simmons Company		
10/29/98 - 9/30/99 Property/Boiler & Machinery Program		
Layer	Company	Policy No.
\$2.5MM Primary	Lexington	8521790
\$3MM p/o \$10MM e/o \$2.5MM	GenStar	IPG353576A
\$2.5MM p/o \$10MM e/o \$2.5MM	Essex	MSP2943
\$2.5MM p/o \$10MM e/o \$2.5MM	First Specialty	PRP77008-B
\$1.5MM p/o \$2.5MM e/o \$12.5MM	Agricultural	CPP2996130
\$1MM p/o \$2.5MM e/o \$12.5MM	Frontier	FCP2996130
\$10MM e/o \$15MM	TBD	TBD
1,106,464,724 Blanket Excess	Zurich	ERP2820960-01
\$35MM e/o \$90MM DIC	Hartford	10XL SOG3092
\$100MM B&M	Travelers	BMG849K7382

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Lender's Loss Payable Endorsement- Form 438 BFU

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

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

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

SUPPLEMENT TO SCHEDULE 1

Security Collateral

PART 1*Pledged LLC Membership Interests*

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

PART II*Pledged Notes*

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

SUPPLEMENT TO SCHEDULE V

FILING OFFICES FOR UCC FINANCING STATEMENTS

	<u>Grantor</u>	<u>State</u>	<u>Filing Location</u>
1.	The Simmons Manufacturing Co., LLC	Delaware	Office of the 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

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

Corporations

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