

Form PTO-1594 (Rev. 03/01) 10222474 OMB No. 0651-0027 (exp. 5/31/2002)	HEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ⇔⇔⇔ ▼ ▼	<b>*</b> * * *
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): $9 - 19 - 2002$	2. Name and address of receiving party(ies)
	Name: UBS A.G., Stamford Branch
Dreamwell, Ltd.	Internal
Individual(s) Association	Address:
General Partnership Limited Partnership	Street Address: 677 Washington Blvd.
Corporation-State	City: Stamford State: CT Zip: 06901
Other Nevada limited liability company	Individual(s) citizenship
Additional manages (a) of accuration marks (i.e.) attacked (iii) [Ph.M.	Association
Additional name(s) of conveying party(ies) attached? The Yes No	General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment Merger	Corporation-State
Security Agreement Change of Name Other See Attached Sheet	Other Swiss corporation qualified in Connecticular assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Execution Date: December 28, 2001	(Designations must be a separate document from assignment)  Additional name(s) & address( es) attached? Yes No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) 76/255960	B. Trademark Registration No.(s) 2510114
Additional number(s) att	tached 🖵 Yes 🍒 No
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and registrations involved:
Name: Elaine D. Ziff, Esq.	
Internal Address:	7. Total fee (37 CFR 3.41)
Skadden, Arps, Slate, Meagher & Flom LLP	☐ Enclosed
	Authorized to be charged to deposit account
Street Address: Four Times Square	8. Deposit account number: Clarge 19-2385 [Our Ref: 244130-377] 65. 00
	19-2385 [Our Ref: 244130-377] 65. 0
10036-	
City: New York State: NY Zip: 6522	(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 inform copy of the original document.  2. To the best of my knowledge and belief, the foregoing inform copy of the original document.	nation is true and correct and any attached copy is a true
Elaine D. Ziff	October 1, 2002
Name of Person Signing	gnature
Total number of pages including cover	184

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

## Attachment

Dreamwell, Ltd. conveying to UBS A.G. Stamford Branch Our ref: 244130-377

## 3. Nature of Conveyance:

Other: corrective document to delete recordation at Reel/Frame 002522/0536 against Serial No. 75/255960 and Reg. No. 2510144 and record this document against Serial No. 76/255960 and Reg. No. 2510114.

## 07/16/2002 700014888

Form PTO-1594 RECORDATION FOR (Rev. 03/01) RECORDATION FOR TRADEMA	RM COVER SHEET U.S. DEPARTMENT OF COMMERC U.S. Patent and Trademark Off	
Tab settings ⇔⇔ ♥ ▼	<b>* * * *</b>	
To the Honorable Commissioner of Patents and Trademarks: I	Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
	Name: UBS A.G., Stamford Branch	
Dreamwell, Ltd.	Internal Address:	
Individual(s) Association		
General Partnership 🔲 Limited Partnership	Street Address: 677 Washington Blvd.	
Corporation-State	City: Stamford State: CT Zip: 06901	
Other Nevada limited liability company	Individual(s) citizenship	
Additional name(s) of convenien methylics) attached 2 Physic Physics	Association	_
Additional name(s) of conveying party(ies) attached? 4 Yes 1 No	General Partnership	
3. Nature of conveyance:	☐ Limited Partnership	
Assignment	Corporation-State	
Security Agreement	Other Swiss corporation qualified in Conne	<u>ec</u> tic
Other Counterpart Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: 🍒 Yes 🥁 No	
Execution Date: December 28, 2001	(Dosignations must be a separate document from assignment) Additional name(s) & address(es) attached? The Yes No	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
75/852163 76/285166 76/276907 76/321693 75/903491	1521862 2030907 1378122 1198771 2283361 18333	46
75/255960 76/303896 76/303897 76/303898 76/343884 Additional number(s) att	566513 1710062 2360532 602721 2010820 1404977 ached Yes No	i
5. Name and address of party to whom correspondence	6. Total number of applications and registrations involved:	
concerning document should be mailed:  Name: Elaine D. Ziff, Esq.	registrations involved:	
	7. Total fee (37 CFR 3.41)\$ 5,765.00	
Internal Address:	7. Total fee (37 CFR 3.41),	
Skadden, Arps, Slate, Meagher & Flom LLP	Enclosed	
	Authorized to be charged to deposit account	
Street Address: Four Times Square	8. Deposit account number:	
Street Address	19-2385 [Our Ref: 244130-377]	:
10036-		
Oity: New York State: NY Zip: 6522	(Attach duplicate copy of this page if paying by deposit account)	:
DO NOT USE		
Statement and signature.  To the best of my knowledge and belief, the foregoing information in the foregoing information.		
copy of the original document.  Steven M. Rosenthal	M Hasen II July 15, 2002	
	gnature Date	

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

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

Serial Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)
76/360472	2146996	2010817	638778	2388796
76/404909	1904444	1439986	2083945	2371683
76/309857	621296	2146787	1812950	2550999
76/309859	512535	2219191	1893150	2548303
76/216840	1788183	604475	2091139	2532958
76/343886	207821	794501	2091138	2510144
76/40490 <b>7</b>	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
70/311407	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
		2019731	764680	1211581
	1042926 2349540	2418259	1922058	1011001
	1747133	1993378	881255	
	1993518	514494	2407982	
	2201922	2038305	2487919	
	2026022	1553754	522272	
	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	
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## Counterpart Agreement Dreamwell Ltd. To UBS A.G. Stamford Branch Our Ref: 244130-377

Serial Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)	Reg. Nos. (cont'd)
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
700311107	2036089	235949	2025433	1961293
	2036091	511415	672494	2515348
	2144887	1895134	512547	522187
	1359240	1900677	2028820	768188
	612187	1955483	1875283	525694
	1988651	970738	1898953	525695
		2017734	866628	523897
	283763	2036090	1959612	2012934
	1988643	1988644	2091655	1904446
	1689575	983932	811703	1904445
	1779689	513421	2036088	1904447
	2439815	1991332	2185599	1183799
	2020809	578082	2344198	1977990
	420150	2019233	2293403	545312
	1324572	518794	2017737	1922062
	813001	1542562	865743	730415
	1154910	1773632	2363836	1922059
	1780316	647827	2017733	1922060
	982543	2304404	1556867	1176241
	518793		210476	730091
	573237	2191136	1988658	1165575
	318383	2252237	1697653	1172312
	506989	1320759	826112	1922061
	609109	1817456	764680	1211581
	1042926	2019731		1211301
	2349540	2418259	1922058	
	1747133	1993378	881255 2407982	
	1993518	514494	2487919	
	2201922	2038305		
	2026022	1553754	522272	
	2079253	1988639	522324	
	1901372	2039393	522243	
	513422	1203836	2440844	
	1988645	2101915	2425329	

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#### 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.]

8647162

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

WORLD OF SLEEP OUTLETS, LLC
By: William S. CREENMIR  Title: EVP  Address: One Concourse Parkway, Suite 600  Atlanta, GA 30328
THE SIMMONS MANUFACTURING CO., LLC
By:  Name: williams. creening  Title: EVI+CFo  Address: One Concourse Parkway, Suite 600  Atlanta, GA 30328
DREAMWELL, LTD.
By: David R. Hancock  Name: DAvid R. Hancock  Title: Selk HARY  Address: 2325-B Renaissance DR., Sk 15  LAS Vegas, NV 89119
SIMMONS CAPITAL MANAGEMENT, LLC
By: Name: David R. Hancock Title: Sicketapy Address: 2325-B Renaissance Dr., Ste 15 LAS VIGAS, NV 89119

# By: Name : 1886 A. Bull.

Address: One Concourse Parkway, Suite 600

Atlanta, GA 30328

GALLERY CORP.

Name: WILLIAM S. CREEKALLA

Title: Ne Propert

Address: One Concourse Parkway, Suite

Atlanta, GA 30328

## Revised Annex E

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

## U.S. TRADEMARKS

Technication of the second	Denist S	Rem Payor	Same 1
All Control (All Later)			
TRITON			Allowed
DESIGN YOUR PERFECT BED			Allowed
ORTHOCARE			Allowed
BACKCARE	76/321693	F. 10/5/01	Pending
CUMULUS		F. 1/25/2000	Pending
BETTER SLEEP FOR YOUR PETS	75/255960		Pending
COLUMBIA MATTRESS COMPANY	76/303896		
			,
COLUMBIA BEDDING & FEATHER	76/303897	23-Aug-01	Pending
COMPANY		J	
COLUMBIA BEDDING COMPANY	76/303898	23-Aug-01	Pending
BACKCARE FOR KIDS	76/343884		
SIMMONS BACKCARE	76/343886		
BETTER SLEEP FOR THE TWO OF	76/343885		
YOU			
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		
TWO STORY (STYLIZED)	76/230454	F. 3/26/01	
DEEP SLEEP BY BEAUTYREST	Info		Published
BEAUTYREST (STYLIZED)	76/311487		Published
CONCORDE	1521862		Registered
ACHIEVER	2030907		Registered
BEAUTY CLOUD	1378122		Registered
BEAUTY SLEEP	1198771		Registered
BEAUTY SOFT	2283361		Registered
BEAUTY-EDGE	1833346		Registered
BEAUTYFOAM (STYLIZED	566513		Registered
LETTERING)			
BEAUTYLOFT	1710062	25-Aug-92	Registered
BEAUTYLOFT	2360532		Registered
BEAUTYREST (STYLIZED)	602721		Registered
BEAUTYREST	2010820		Registered
BEAUTYREST CONTINENTAL	1404977		Registered
BEAUTYREST POCKETED COIL	2146996		Registered
BEAUTYREST	1904444		Registered
BEAUTYREST	621296		Registered
BEAUTYREST (STYLIZED)	512535		Registered
BEAUTYREST (STYLIZED)	1788183		Registered
BEAUTYREST (STYLIZED)	207821		Registered
BELMONT	732490		Registered
BELMONT	513425		Registered
BRUSSELS	2,033,494		Registered
CARESSE	1324591		Registered
	984972		Registered
CHAMPOURG			Registered
CHEISEA	2089232		Registered
CHELSEA	1988659	23-Jul-90	i zañisrei en

COLLECTOR'S EDITION	2158865	19-May-98	Registered
ADJUSTO-REST	2134989	3-Feb-98	Registered
ADJUSTABLEBED & DESIGN	1696129		Registered
CONNOISSELID COLLECTION	2115921	25 Nov. 07	Desistered
CONNOISSEUR COLLECTION			Registered
CONTENDER	2036089		Registered
CONTESTANT	2036091		Registered
CONTOUR FIT	2144887		Registered
CONTOUR-FLEX	1359240		Registered
CORRECT POSTURE	612187	13-Sep-55	Registered
CYPRESS	1988651		Registered
DEEP SLEEP	283763		Registered
ALEXANDER	1988643	23-Jul-96	Registered
ALEXANDRIA	1689575	26-May-92	Registered
AMERICUS	1779689	29-Jun-93	Registered
ASTORIA	2439815		Registered
AVONDALE	2020809	3-Dec-96	Registered
BABY BEAUTY	420150		Registered
BABY BEAUTYREST BACK CARE IV	1324572		Registered
BABT BEAUTITEOT BAOK OF THE IT	1021012	12 (0.0)	. togiotoroa
BACKCARE	813001	16-Aug-66	Registered
BACK GUARD	1154910		Registered
	1780316		Registered
BACK SHIELD			Registered
BACK-O-PEDIC	982543		Registered
DEEPSLEEP (STYLIZED)	518793 573237		Registered
DORM BILT			
DREAM SLEEP	318383		Registered
DREAMWELL (STYLIZED)	506989		Registered
DUAL COMFORT (STYLIZED)	609109		Registered
ECONO-PEDIC	1042926		Registered
EDMONTON	2349540	16-May-00	Registered
EMINENCE	1747133	19-Jan-93	Registered
EMPEROR	1993518	13-Aug-96	Registered
ENTRE	2201922		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		Registered
S (and Design)	2010817		Registered
S AND HOUSE DESIGN	1439986		Registered
SIMMONS AND GLOBE DESIGN	2146787		Registered
SIMMONS AND GLOBE DESIGN	2219191		Registered
SEA BREEZE (STYLIZED)	604475		Registered
SIM-CARE	794501		Registered
	804674		Registered
SIM-CLAD			Registered
SIMCO	512530		Registered
SIMCOPEDIC	1201147		
SIMCREST	787168	23-Mar-65	Registered
SIM-FIRM	2059719		Registered
SIMFLEX	839577		Registered
SIMFLEX	740633		Registered
SIMLOK	1027842		Registered
SIMMONS (STYLIZED)	532319		Registered
SIMMONS	2022446		Registered
SIMMONS	548280		Registered
SIMMONS COMPANY AND OWL	235949	29-Nov-27	Registered
DESIGN	<u> </u>		
LA GRANDE (STYLIZED)	511415	21-Jun-49	Registered

LINCOLN	1895134		Registered
LORRAINE	1900677		Registered
MARQUIS	1955483		Registered
MAXIPEDIC	970738	16-Oct-73	Registered
MEADOWBROOK	2017734		Registered
MEDALIST	2036090	4-Feb-97	Registered
MILAN	1988644		Registered
MIRACLEPEDIC	983932		Registered
MONARCH	513421		Registered
MYSTIC	1991332		Registered
NEW YORKER	578082		Registered
OAKDALE	2019233		Registered
OLYMPIC (STYLIZED)	518794		Registered
PARAMOUNT	1542562		Registered
PARLIAMENT COLLECTION	1773632		Registered
PATIENT PROOF	647827		Registered
POCKET COIL			Registered
	2304404		
POCKET REST	2191136		Registered
POCKETED COIL	2252237		Registered
POLYCEL	1320759		Registered
POWER FLEX	1817456	18-Jan-94	Registered
POWER FIRM	2019731	26-Nov-96	Registered
POWER SLEEP	2418259		Registered
PROVIDENCE	1993378		Registered
PURPLE LABEL (STYLIZED)	514494		Registered
QUEBEC	2038305		Registered
QUINTESSENCE	1553754		Registered
REBECCA	1988639		Registered
RIVAL	2039393		Registered
SIMMONS PROGRAMS FOR PROFIT	1203836	3-Aug-82	Registered
AND DESIGN			
SLEEP LOGIC	2101915	30-Sep-97	Registered
SLEEPERS CHOICE	638778	18-Dec-56	Registered
ST. CAROLINE	2083945		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		Registered
TESTIMONIAL	1988650	23-Jul-96	Registered
THE BUNKSTER	2211672		Registered
THE DO NOT DISTURB MATTRESS	2030862		Registered
7712 30 110 1 310 10 10 110 111 11 11 11			
THE ULTIMATE AMENITY	1349436	16-Jul-85	Registered
TRAVELER (STYLIZED LETTERS)	515127		Registered
MONROE	1903951		Registered
TRIBEKA	1988656		Registered
TUDOR	1931251		Registered
ULTRA FIT	1554755		Registered
ULTRA MAHOGANY	2025433		Registered Registered
VANDERBILT	672494		Registered Registered
WESTMINSTER (STYLIZED	512547	19-Jui-49	Registered
LETTERS)	- 0000000	7 100 07	Desistered
WILLOWBROOK	2028820		Registered
WINCHESTER	1875283		Registered
WINDSOR	1898953		Registered
WORLD OF SLEEP	866628		Registered
WORLD'S FINEST BEDDING SINCE	1959612	5-Mar-96	Registered
1870			
EVENING WHISPER	2091655		Registered
FABRISAN	811703	26-Jul-66	Registered

1	2036088	4-Feb-97 Re	gistered
FINALIST	2185599	1-Sep-98 Re	
FIRST IMPRESSION	2344198	18-Apr-00 Re	
5 ZONES	2293403	16-Nov-99 Re	
FIVE ZONES FOR YOUR BONES	2017737	19-Nov-96 Re	
FOREST GLEN	865743	4-Mar-69 Re	
GLAMOUREST	2363836	4-Jul-00 Re	
GLENDALE	2017733	19-Nov-96 Re	
GLENWOOD		19-Sep-89 Re	gistered
GOLDEN VALUE	1556867	16-Mar-26 Re	oistered
GRACELINE	210476	23-Jul-96 Re	gistered
GREENWICH	1988658	30-Jun-92 Re	
HARMONY	1697653	21-Mar-67 R	
HOSPITAL-BILT	826112	11-Feb-64 R	
INNMASTER	764680	26-Sep-95 R	egistered
JEFFERSON LUXURY	1922058	25-Nov-69 R	egistered
LA GRANDE	881255		
POWERBEAM	2407982	28-Nov-00 R	
POWER-PACKED	2487919	11-Sep-01 R	
REGENCY (STYLIZED)	522272	14-Mar-50 R	
SLEEP KING & DESIGN	522324	14-Mar-50 R	
VOGUE	522243	14-Mar-50 R	
THE MATTRESS BUILT THE WAY	2440844	3-Apr-01 R	egistered
YOUR BACK IS BUILT		- 00 1 : 00	logistored
BEHIND EVERY GREAT LIFE IS A	2425329	30-Jan-01 F	egistered
GREAT SUPPORT SYSTEM		10.0	Parintered
BACKCARE	2388796	19-Sep-00 F	(egistered
AMHERST	2371683	25-Jul-00 F	(egistered
RODEO DRIVE	2550999	19-Mar-02 F	Registered
MADISON AVENUE	2548303	12-Mar-02	Registered
DALM SPRINGS	2532958	22-Jan-02	
BUILT SO WELL YOU NEVER HAVE	2510114	20-Nov-01	Registered
TO FLIP IT!			D. Sistemad
TO DREAM IS TO ESCAPE	2544600		Registered
ST. MARK	2371682		Registered
ST. DOMINICK	2371684		Registered
FARMINGTON	2381833		Registered
TRIDENT	2373836		Registered
ST. ANDREW	2378110		Registered
BIRMINGHAM	2380003		Registered
SLUMBER TIME	524621		Registered
BETTER SLEEP THROUGH	2378022	15-Aug-00	Registered
CCIENCE	<u> </u>		
NOTHING MAKES YOUR DAY LIKE	1816903	3 18-Jan-94	Registered
BEAUTYREST NIGHT			Desistand
ST. RICHARD	237383		Registered
COLUMBIA	196129	3 12-Mar-96	Registered
THE ONLY QUEEN BED THAT	251534	8 4-Dec-01	Registered
SLEEPS LIKE A KING			
HIDE-A-BED and Design	52218		Registered
WALL-A-BED	76818		Registered
AMBASSADOR and Design	52569		Renewed
DUCHESS and Design	52569	5 30-May-5	Renewed
EMPRESS and Design	52389	7 11-Apr-5	Renewed
MENNEDY	201293	34 29-Oct-9	Supp. Reg.
KENNEDY			To Be Aban
WORLD CLASS	_		To Be Aban
WORLD CLASS			To Be Aban
WORLD CLASS			To Be Aban
WORLD CLASS	19044	46 11-Jul-9	5 To Be Aban
BEAUTY SLEEP		45 11-Jul-9	5 To Be Aban
BEAUTY SLEEP (SCRIPT DESIGN)	19044		5 To Be Aban
BEAUTYREST (STYLIZED			<u> </u>
LETTERING)			

BEAUTYREST FEELINGS	1183799	29-Dec-81	To Be Aban
(STYLIZED)			
COMFORT PLUS	1977990		To Be Aban
ADJUSTO-REST (STYLIZED	545312	17-Jul-51	To Be Aban
LETTERING)			
BEAUTY BORDER	1922062		To Be Aban
ALBUM	730415		To Be Aban
AMERICA'S BEST	1645686	21-May-91	To Be Aban
DISTINCTION FRANKLIN SILK	1922059	26-Sep-95	To Be Aban
DISTINCTION MADISON LUXURY	1922060		To Be Aban
SIMMONS FLOTATION SYSTEMS &	1176241	3-Nov-81	To Be Aban
DESIGN			
SILVER LABEL	730091		To Be Aban
SIMCRON	1165575	18-Aug-81	To Be Aban
SIMFOAM (STYLIZED)	542773	22-May-51	To Be Aban
SIM-GARD	1172312	6-Oct-81	To Be Aban
MAXIPEDIC LUMBAR SUPPORT	1854200	13-Sep-94	To Be Aban
POSTURE BRIDGE	1880651	28-Feb-95	To Be Aban
POWER FLEX TORSION BAR	1902742	4-Jul-95	To Be Aban
FOUNDATION			
SLUMBER DREAM	533564		To Be Aban
SLUMBER KING (SYLIZED)	541309		To Be Aban
ST. IVES	1883622	14-Mar-95	To Be Aban
HAMILTON SILK	1922061		To Be Aban
KLIK-LOK	1211581	5-Oct-82	To Be Aban
SLEEP PRINT			To Be Aban
SLEEP PRINT			To Be Aban
VSS			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	1162779	28-Jul-81	Abandoned
LETTERING)			
BACKCARE			Abandoned
SIMMONS AND GLOBE DESIGN			Abandoned
TRU-COMFORT	537027	30-Jan-51	Abandoned
TWO STORY			Abandoned
HOTEL-BILT	704303	13-Sep-60	Abandoned
TRANS-SHOCK	1695359	16-Jun-92	Abandoned
THE ONLY FIVE ZONE SLEEP			Abandoned
SYSTEM			
ZOO	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	1768218	27-Apr-93	Abandoned
DESIGN		i	
SIMMONS LUMBAR SUPPORT	1854202	13-Sep-94	Abandoned
SIMTORC	696414		Abandoned
SLEEP SCIENCE	1791009		Abandoned
SUMMATION	1642712		Abandoned
SUPER SLEEP	520818		Abandoned
THE BOWLING BALL MATTRESS			Abandoned
BEAUTY COMFORT	1832218		Abandoned
BEDDEREST	1694420		Abandoned
BEAUTY SLEEP LUMBAR SUPPORT	1854201	13-Sep-94I	Abandoned 1
BEAUTY SLEEP LUMBAR SUPPORT	1854201	13-Sep-94	Abandoned

BEAUTYREST LUMBAR SUPPORT	1850341	16-Aug-94	Abandoned
BEAUTYREST ELITE	1785577		Abandoned
BEAUTYREST CLASSIC	1814452	28-Dec-93	Abandoned
BEAUTY PILLOW	1667653	10-Dec-91	Abandoned
BEAUTY PEDIC	1617672		Abandoned
BEAUTYFIL	1710061	25-Aug-92	Abandoned
ACE and DESIGN	178478	15-Jan-24	Abandoned
EURO CONCEPTS	1651189	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-Арг-92	Abandoned
CRASH PAD!			Abandoned
BUNK MAN	1782130	13-Jul-93	Abandoned
PERMAFLEX (STYLIZED)	374647	23-Jan-40	Abandoned
ADVANT-EDGE			Abandoned
NOTHING ENERGIZES YOUR DAY	1952463	30-Jan-96	Abandoned
LIKE A BEAUTYREST NIGHT			
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		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			Abandoned
YEAR			
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			Abandoned
CARE			
YOU ARE WHAT YOU SLEEP			Abandoned
SIMMONS BETTER SLEEP			Abandoned
SLEEP BETTER TONIGHT LIVE			Abandoned
BETTER TOMORROW			
KARMA			Abandoned
SANTA FE			Abandoned
PARK AVENUE			Abandoned
WESTPORT			Abandoned
BACKCARE FOR KIDS			Abandoned
GIVING BETTER SLEEP A HEAD			Abandoned
START			
VARIABLE SUPPORT SYSTEM			Abandoned
EXACT COMFORT			Abandoned
TRIAD			Abandoned
NO SAG WARRANTY	<u>-</u>		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		Lapsed
BACKCARE	75/594550	F. 11/24/98	Suspended
SIMMONS HEALTHCARE			Proposed
SO YOU CAN SLEEP THROUGH			Proposed
EVERY TOSS AND TURN			
SOLID COMFORT CORE			Proposed
SOLID COMFORT CORE		ŕ	Proposed
TECHNOLOGY			
WORLD CLASS			Duplicate

# SCHEDULE IV TO PLEDGE AND SECURITY AGREEMENT

# Revised Annex

## 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	20 Am 07	20	R	5856
· ·			28-Apr-97	20		
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)	19972473	28-Sep-55	20	R	
ARGENTINA (FC)	SIMMONS EPEDA	1464453	12-Nov-82	20	R	
AUSTRALIA	DEEPSLEEP	A98,527	14-Apr-49	20	R	
AUSTRALIA	DREAM SLEEP	A219,525	04-Jun-68	20	R	
AUSTRALIA	EMPEROR	A188,094	04-Jun-64	20	R	
AUSTRALIA	HOUSE O SIM/S CROWN	A138,274			R	
NUSTRALIA (FC)	"S" & GLOBE	742955	01-Sep-97	20	R	742955
AUSTRALIA (FC)	AIRPEDIC			20	PEND	
AUSTRALIA (FC)	B/REST ELEGANCE	A188,096	4-Jun-64	20	R	
NUSTRALIA (FC)	BABYBEAUTY	B167,823	14-Jul-63	20	R	
AUSTRALIA (FC)	BABYREST	B167.824	6-Feb-63	20	R	
AUSTRALIA (FC)	BACK SHIELD	A218,673	22-Apr-68	20	R	
NUSTRALIA (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	
JUSTRALIA (FC)	HIDE-A-BED	A98,524	14-Apr-49	20	R	
NUSTRALIA (FC)	MAXIPEDIC	A311586	01-Aug-79	20	R	
AUSTRALIA (FC)	POCKETED COIL	mars 404	04 4 70	6, 20	PEND R	727239
AUSTRALIA (FC) AUSTRALIA (FC)	S AND HOUSE SIM LUX MICRO-QUILT	B257,191 A188,097	04-Apr-72 04-Jun-64	20 20	R	648901
AUSTRALIA (FC)	SIMCO-FIRM	A219,469	31-May-68	20	R	
AUSTRALIA (FC)	SIMFLEX	B173,241	16-Apr-62	20	R	
JUSTRALIA (FC)	SIMFLEX	648902	19-Dec-94	20	R	
AUSTRALIA (FC)	SIMFOAM	B165,927	29-Mar-61	20	R	
NUSTRALIA (FC)	SIMMONS	A165,802	23-Mar-61	20	R	
NUSTRALIA (FC)	SIMMONS			24	PEND	722512
AUSTRALIA (FC)	SIMMONS (OWL)	A29,624	23-Nov-20	20	R	
NUSTRALIA (FC)	SLEEP KING	A188,095	04-Jun-64	50	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	77,464	28-May-74	20	. R	
AUSTRIA	S & HOUSE	82,383	10-Sep-72	20	R	
AUSTRIA	SIMMONS	77,706	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	41010
BARBADOS	SIMMONS			20	PEND	
BENELUX	BEAUTYREST	054938	17-Apr-62	20	R	007880
BENELUX	S DEVICE	309066	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	B72/1891	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 BOTSWANA	SIMMONS BEAUTYREST	C4 40000	40.14 00	20 20	PEND	8AZ971276A
BOTSWANA	S DEVICE	SA 12398 872/1891	13-Mar-92 28-Mar-72	20	R R	
BRAZIL.	BACKCARE	0,2,001	50-Mgi -12	20	PEND	
BRAZIL	S& GLOBE			20	PEND	
BRUNEI (FC)	"S" & GLOBE				PEND	26,274
BRUNEI (FC)	"S" & HOUSE	22224	2 han Ge		R	26,275
BRUNEI (FC)	BACKCARE	22224	3-Jun-96		PEND	•
BRUNEI (FC)	BEAUTYREST				PEND	26,273 26,274
BRUNEI (FC)	HIDE-A-BED	22223	3-Jun-96		R	26,271 26,270
BRUNEI (FC)	SIMMONS	22228	3-Jun-96		R	26,272
BULGARIA (FC)	"S" & GLOBE	31920		20	R	37262
BULGARIA (FC)	BEAUTYREST	31795	29-Oct-97 29-Oct-97	20	R	37263
BULGARIA (FC)	SIMMONS	31794		20	R	37261
• • •			29-Oct-97			
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	192.166
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	143935	23-Dec-93	20	R	362227
COLOMBIA (FC)	BEAUTYREST	143932	23-Dec-93	20	R	362228
COLOMBIA (FC)	MAXIPEDIC	143931	23-Dec-93	20	R	362229
COLOMBIA (FC)	POCKETED COIL	201.412	23-Sep-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)	P AND HOUSE	4.40,000	00 D 00	20		
COLOMBIA (FC)	S AND HOUSE SIMMONS	143803 164556	23-Dec-93 10-Aug-94	20 20	R R	262 520
COLOMBIA (FC)	SIMMONS COMPANY	258	19-Feb-73	20	R	362.529
COSTA RICA	S AND HOUSE	81313	16-Nov-92	20	R	
COSTA RICA	SIMMONS	81324	16-Nov-92	20	R	
CROATIA (EX-YUGO) FC	BEAUTYREST	Z970182A	10-Feb-97	20	R	970182A
CROATIA (EX-YUGO) FC	S & GLOBE DESIGN			20		
		Z970180A	10-Feb-97		R	970180A
CROATIA (EX-YUGO) FC	SIMMONS	Z970181A	10-Feb-97	20	R	970181A
CZECH REPUBLIC	S AND HOUSE	172,369	15-Apr-93	6,20,10	Ŕ	
CZECH REPUBLIC	S AND HOUSE	182,933	20-Feb-95	6, 10, 20	R	
DENMARK	BEAUTYREST	5100/1992	12-Jun-92	20	R	
DENMARK	S AND HOUSE	2966/1973	05-Oct-73	20	R	
DENMARK	SIMMONS					
DOMINICAN REP (FC)	5 ZONES FYOUR 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	38 LOC.	R	
DOMINICAN REP (FC)	SIMMONS			36 LOC.	R	
• •		41,876	30-Jan-87	30 LOO.	R	
ECUADOR	BEAUTYREST	2813-95	18-May-76			
ECUADOR	S AND HOUSE DESIGN	729	02-May-72		R	
ECUADOR (FC)	SIMMONS	2305	14-Nov-96	20	R	55949
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	2186/92
EL SALVADOR	BEAUTYREST			24	PEND	2186/92
EL SALVADOR	MAXIPEDIC			20, 24	PEND	2184/92
EL SALVADOR	S AND GLOBE DESIGN	246 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		07-Jun-94	20, 24	R	2143/92
		231				2143/82
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	
				20	R	
FRANCE	SUR LE SOMMEIL	1.281.623	18-Jan-85			
GERMANY	BEAUTYREST	702255/20	16-Feb-56	24	R	
GERMANY	HIDE-A-BED	822,376	22-Apr-65	20	R	
GERMANY	HOUSE OF SIMMONS	1,092,423	12-Mar-85	20	R	
GERMANY	S AND HOUSE DESIGN	903 726	24-Mar-82	20	R	
GERMANY (FC)	SIMMONS	1,084,209	12-Nov-85	20	R	
GREECE	BEAUTYREST	25,950	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-59	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)	BSTS (rejected)	22.04.2001		20	PEND	8818-99
HONG KONG (FC)	BACKCARE	B5286/2000	21-Jun-97	20	R	8535/97
	BEAUTYREST	717/1983	04-Dec-81	20	R	
HONG KONG (FC)	DEEP SLEEP (IN CHINESE)			20	PEND	6679-97
HONG KONG (FC)	SIMMONS (IN CHINESE)	1750/81	17-Nov-80	20	R	2964
HONG KONG (FC)	SIMMONS& S & HOUSE	B1440/1976	31-Jul-96	20	R	
HONG KONG (FC)	-	B1440/1970	31-301-00	20	PEND	M9700414
HUNGARY	S & GLOBE DESIGN	429 700	06.4~.03	20	R	
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	••	
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	88-luL-e0	20	R	
INDONESIA (FC)	SIMMONS			20	PEND	
IRAN	S AND HOUSE DESIGN	37605	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-53	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	B35,190	25-Nov-98	20	R	20326
JAMAICA (FC)	SIMMONS			20	PEND	20327
JAPAN	5 ZONES FOR Y/BONES			20	R	
JAPAN	BEAUTYREST	609811	25-Apr-63	9	R	
JAPAN	BEAUTYREST	2099522	19-Dec-88	20	R	61082148
JAPAN	BSTS			20	PEND	
JAPAN	DEEPSLEEP	2099523	19-Dec-88	20	R	61082149
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	61-082152
JAPAN (FC)	BACKCARE	2055406	24-Jun-88	17	R	61082151
	BACKCARE	2099524	19-Dec-88	20	R	61082150
JAPAN (FC)	Arr 100, 100, 7					

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-63	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-66	20	R	8-742175
JAPAN (FC)	HIDE-A-BED (KAT)	762695	24-Nov-67	20	R	62216708
JAPAN (FC)	LADY SIMMONS (KAT)(Old)	1842060	28-Aug-95	20	R	7-742176
JAPAN (FC)	LADY SIMMONS (New)			20	PEND	
JAPAN (FC)	LADY SIMMONS (OId)	1507938	30-Apr-82	20	R	
JAPAN (FC)	LADY SIMMONS/Kat (New)	4450126	02-Feb-01	20	R	
JAPAN (FC)	MAXIPEDIC (ENG & KAT)	4271966	14-May-99	20	R	10-794
JAPAN (FC)	MY HEALTH	1661955	23-Feb-84	20	R	035549
JAPAN (FC)	S (BLACK) AND HOUSE	1293298	15-Aug-77	17	R	
JAPAN (FC)	S (BLACK) AND HOUSE	1998490	20-Nov-87	20	R	60-74760
JAPAN (FC)	S (WHITE) AND HOUSE	1261884	06-Apr-77	17	R	
JAPAN (FC)	S (WHITE) AND HOUSE	1998489	20-Nov-87	20	R	74759/85
JAPAN (FC)	S AND GLOBE DESIGN			20	PEND	9-14861
JAPAN (FC)	S AND GLOBE DESIGN			24	PEND	-
· ·						9-14862
JAPAN (FG)	SIMMONS	791538	28-Jun-79	17	R	
JAPAN (FC)	SIMMONS	791700	27-Aug-68	20	R	
JAPAN (FC)	SIMMONS AMERICA	2283184	30-Nov-90	17	R	58035544/83
JAPAN (FC)	SIMMONS KATAKANA	608347	08-Apr-63	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	
<del>Japan (FC)</del> Korea	THE DO NOT DIST. MATT MARKS ASS'D TO SAL-10/89				Dropped PEND	
				20		
KOREA	MARKS ASS'D TO SAL-10/89				PEND	
KOREA KUWAIT	MARKS ASSID TO SAL-10/89 BACKCARE			20	PEND PEND	
KOREA KUWAIT KUWAIT	MARKS ASSO TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS			20 20	PEND PEND PEND	
KOREA KUWAIT KUWAIT KUWAIT	MARKS ASS'D TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN	26305/50259	. 18-Apr-72	20 20 20	PEND PEND PEND PEND	
KOREA KUWAIT KUWAIT KUWAIT	MARKS ASSO TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS	26305/50259 44108	18-Apr-72 31-May-53	20 20 20	PEND PEND PEND PEND PEND	
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON	MARKS ASS'D TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN		•	20 20 20 20	PEND PEND PEND PEND PEND R	92/00751
KOREA KUWAIT KUWAIT KUWAIT LEBANON	MARKS ASSO TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS	44108	31-May-53	20 20 20 20 20	PEND PEND PEND PEND PEND R	92/00751 92/00754
KOREA KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC)	MARKS ASSO TO SAL-10/89 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL	44108 LS/M/92/00751	31-May-53 20-Oct-92	20 20 20 20 20 20	PEND PEND PEND PEND PEND R R	
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC)	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE	44108 LS/M/92/00751 LS/M/92/00754	31-May-53 20-Oct-92 20-Oct-92	20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED	44108 LS/M/92/00751 LS/M/92/00754	31-May-53 20-Oct-92 20-Oct-92	20 20 20 20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R R PEND PEND	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92	20 20 20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R R PEND PEND PEND	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92	20 20 20 20 20 20 20 20 20 20 20	PEND PEND PEND R R R R R PEND PEND PEND R R	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92	20 20 20 20 20 20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R R PEND PEND PEND	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACAO MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92	20 20 20 20 20 20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R R PEND PEND R R R R R R R R R R R R R R R R R R R	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACAO MACAO MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92	20 20 20 20 20 20 20 20 20 20 20 20	PEND PEND PEND PEND R R R R R PEND PEND R R R R R R R R R R R R R R R R R R R	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACAO MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92 04-Feb-92	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND R R R R R PEND PEND R R R R R R R R R R R R R	92/00754
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACAO MACAO MACAO MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND R R R R R PEND PEND R R R R R R R R R R R R R R R R R R	92/00754 92/00755
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92 04-Feb-92 26/1/2001	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND R R R R R D PEND PEND R R R R R R R R R R R R R R R R R R R	92/00754 92/00755 2-80/97
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S MESIGN S MESIGN S MESIGN S BEAUTYREST S & GLOBE DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND R R R R R R PEND R R R R R R R R R R R R R R R R R R R	92/00754 92/00755 2-80/97 970079
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACEDONIA (EX-	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S MESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO MACEDONIA (EX- MACEDO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS SEAUTYREST S DESIGN S DESIGN S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS S & GLOBE DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS S & GLOBE DESIGN SIMMONS S & GLOBE DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416 7415	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081 99/06238
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS 5 ZONES FOR Y/ BONES BACKCARE BEAUTY SLEEP	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416 7415	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00 04-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081 99/06238 MA/8296/94
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN S MEAUTYREST S & GLOBE DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS 5 ZONES FOR Y/ BONES BACKCARE BEAUTY SLEEP BEAUTYREST	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416 7415	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00 04-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081 99/06238 MA/8296/94 MA/5600/85
KOREA KUWAIT KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA MACAO	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS 5 ZONES FOR Y/ BONES BACKCARE BEAUTY SLEEP BEAUTYREST BS TS	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7744-M 7744-M 7522 7416 7415 MA/8295/94 MA/5600/85	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 04-Feb-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00 04-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970081 99/06238 MA/8296/94 MA/5600/85
KOREA KUWAIT KUWAIT KUWAIT KUWAIT LEBANON LEBANON LESOTHO (FC) LESOTHO (FC) LESOTHO (FC) LIBYA LIBYA LIBYA MACAO M	MARKS ASSO TO SAL-10/88 BACKCARE BEAUTYREST S AND GLOBE DESIGN SIMMONS S AND HOUSE DESIGN SIMMONS BEAUTYREST LABEL S & DEVICE SIMMONS BEAUTYREST HIDE-A-BED SIMMONS BEAUTYREST S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN S DESIGN SIMMONS BEAUTYREST S & GLOBE DESIGN SIMMONS 5 ZONES FOR Y/ BONES BACKCARE BEAUTY SLEEP BEAUTYREST BS TS S AND GLOBE DESIGN	44108 LS/M/92/00751 LS/M/92/00754 LS/M/92/00755 7763M 7722-M 7747-M 7746-M 7744-M 7522 7416 7415	31-May-53 20-Oct-92 20-Oct-92 20-Oct-92 04-Feb-92 23-Apr-92 04-Feb-92 04-Feb-92 26/1/2001 09-Oct-00 04-Oct-00	20 20 20 20 20 20 20 20 20 20 20 20 20 2	PEND PEND PEND PEND PEND PEND PEND PEND	92/00754 92/00755 2-80/97 970079 970061 99/06238 MA/8296/94 MA/5600/85 99/06239

	SIMMONS (IN CHINESE) THE DO NOT DIST. MATT	86/B00316	23-Jan-86	20 20		R PEND	MA31686 99/06237
MEXICO	"S" & CROWN	490096	29-Sep-94	20		PEND	287547
MEXICO	"S" & GLOBE					PEND	
MEXICO	BEAUTYREST	<del>275,474</del>	30-Jan-81	32		R	179558
MEXICO	BEAUTYREST (Reapplied)			20		PEND	
MEXICO	CONFOREST	383,212	18 Dec 85	32 LOC.	R		3557
	CONFOREST			20		PEND	3557
M.D.	CONTOUR-FLEX	351528	30-Sep-94	32 LOC.		R R	42156
	HIDE A BED	105,781	26-Apr-86	32 LOC. 32 LOC.		R	
MEXICO	MAXIPEDIC 'S'	524823 93745	16-May-84 22-Apr-58	32 LOC.	R		
MEXICO		••••		20		PEND	
MEXICO	'S'	546998		20		R	
MEXICO	S AND GLOBE DESIGN		30-Sep-94	32 LOC.		R	
MEXICO	S AND HOUSE DESIGN	520391	06-Jan-28	32 LOC.		R	
MEXICO	SIMMONS	483567		32 LOC.		R	
MEXICO	SLUMBER KING	<del>272,952</del>	<del>29696</del>	20		PEND	
MEXICO	SLUMBER KING (Reapplied)			20		PEND	Z-276/97
MONTENEGRO	BEAUTYREST					PEND	Z-274/97
MONTENEGRO	S & GLOBE DESIGN					PEND	Z-275/97
MONTENEGRO	SIMMONS						2-210/81
MOROCCO (FC)	BEAUTYREST			20 20		PEND PEND	
MOROCCO (FC)	HIDE-A-BED					PEND	
MOROCCO (FC)	SIMMONS	04504007	20 Apr 07	20 20		R	
MYANMAR (BURMA) - (FC)		2150/1997	30-Apr-97	20		R	
MYANMAR (BURMA) - (FC)	BEAUTYREST	2147/1997	30-Apr-97	20			
MYANMAR (BURMA) - (FC)		2148/1997	30-Apr-97	20		R R	
MYANMAR (BURMA) - (FC)		2152/1997	30-Apr-97	20			
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 PEND	96/0172
NAMIBIA	BACKCARE		0.4 Jun 00	20 20		R	92/0686
NAMIBIA	BEAUTYREST LABEL	92/0686	24-Jun-96	20		PEND	98/0410
NAMIBIA	POCKETED COIL S & DEVICE	92/0687	17-Jul-96	20		R	92/0687
NAMIBIA NAMIBIA	S & GLOBE	02000.	.,	20		PEND	92/0173
NAMIBIA	SIMMONS	92/0688	25-Jun-96	20		R	92/0688
NEPAL (FC)	BACKCARE			20		PEND	
NEPAL (FC)	BEAUTYREST			20		PEND PEND	
NEPAL (FC)	HIDE-A-BED			20 20		PEND	
NEPAL (FC)	S AND GLOBE DESIGN					PEND	
NEPAL (FC)	S AND HOUSE DESIGN			20 20		PEND	
NEPAL (FC)	SIMMONS BEAUTYREST	A5653R	16-Sep-75	20		R	
NEW GUINEA	DEEPSLEEP	A5654R	16-Sep-75	20		R	
NEW GUINEA NEW GUINEA	HIDE-A-BED	A5655R	16-Sep-75	20		R	
NEW GUINEA	SIMMONS	A 5656 R	16-Sep-75	20		R R	A165,802
NEW ZEALAND	AIRPEDIC	630436	12-Jul-01	20 20		R	
NEW ZEALAND	BEAUTY SLEEP	B102,056	02-Oct-70 12-Jul-01	20		R	
NEW ZEALAND	CONNOISSEUR	630435		20		R	
NEW ZEALAND	S AND HOUSE DESIGN	B100114	30-Mar-72	20		R	
NEW ZEALAND (FC)	BEAUTYREST	47,800	13-May-49	20		PEND	272496
NEW ZEALAND (FC)	POCKETED COIL					PEND	272495
NEW ZEALAND (FC)	POCKETED COIL			6			273358
NEW ZEALAND (FC)	S AND GLOBE DESIGN	273358	09-Dec-98	20		R	
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	23,653 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	
	S AND HOUSE DESIGN	24691	18-Apr-72	20		R	
NIGERIA							

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-92	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
	HIDE-A-BED			20	PEND	135785
PAKISTAN (FC) PAKISTAN (FC)	S & GLOBE DESIGN			20	PEND	135784
	SIMMONS			20	PEND	135784
PAKISTAN (FC)	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	24010		20	PEND	087018
PANAMA	S AND GLOBE DESIGN			24	PEND	087019
PANAMA	SIMMONS	8313	19-Aug-64	20	R	
PANAMA		8313	104 108 04		R	
PANAMA	SIMMONS BACKCARE	0313		20	PEND	
PERU		17003	30-Dec-83	20	R	69062
PERU	BEAUTYREST MAXIPEDIC	36420	10-Jun-97	20	R	034327
PERU		30420	10-3011-01	20/24	PEND	
PERU	S AND GLOBE DESIGN S AND HOUSE DESIGN	06274	24-Mar-92	20	R	
PERU		96374 97288	20-May-92	20	R	
PERU	SIMMONS BACKCARE	9/200	20-14169-02	20	PEND	
PHILIPPINES	BEAUTY SLEEP			20	PEND	
PHILIPPINES	BEAUTYREST			20	PEND	
PHILIPPINES	S & GLOBE DESIGN			20,24	PEND	35916
PHILIPPINES	S & HOUSE DESIGN			20	PEND	
PHILIPPINES	SIMMONS			20	PEND	
PHILIPPINES	"S" & GLOBE DESIGN			20	PEND	Z-168481
POLAND	BEAUTYREST	74678	21-Dec-93		R	Z-100251
POLAND	HIDE-A-BED	74676	21-Dec-93		R	Z-100243
POLAND	S & HOUSE DESIGN	74192	04-Oct-93		R	
POLAND	3 8 110000 00000	, , , , , _	04-061-00			
DOLAND	SIMMONS	74677	21-Dec-93		R	Z-100249
POLAND	SIMMONS	74677 135 821	21-Dec-93	20	R R	Z-100249
PORTUGAL	SIMMONS BEAUTYREST 'S' DEVICE	74677 135.821 196038		20	R R	Z-100249
	BEAUTYREST	135.821	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85		R R R	Z-100249
PORTUGAL PORTUGAL	BEAUTYREST 'S' DEVICE	135.821 196038	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56	20	R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST	135.821 196038 196039 135.820 384259	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88	<b>20</b> 20	R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS	135.821 196038 196039 135.820 384259 346798	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56	20 20 24	R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP	135.821 196038 196039 135.820 384259 346798 346800	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88	20 20 24 57	R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC PRC PRC PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE)	135.821 196038 196039 135.820 384259 346798 346800 562466	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88	20 20 24	R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PRC PRC PRC PRC PRC PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO	135.821 196038 196039 135.820 384259 346798 346800	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88	20 20 24 57 20	R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PRC PRC PRC PRC PRC PRC PRC PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE)	135.821 196038 196039 135.820 384259 346798 346800 562466 562493	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88	20 20 24 57 20 20	R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC PRC PRC PRC PRC PRC PRC PRC PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88	20 20 24 57 20 20 57 58	R R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PRC PRC PRC PRC PRC PRC PRC PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799	21-Dec-93 24-Nov-58 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88	20 24 57 20 20 20 57 58 20 57	R R R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE)	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88	20 20 24 57 20 20 57 58 20 57 58	R R R R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE)	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88	20 20 24 57 20 20 57 58 20 57 58	R R R R R R R R R R R R	Z-100249
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE)	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88 21-Jun-88	20 20 24 57 20 20 57 58 20 57 58 24	RRRR R RRRR RRR R R	
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) BEAUTYREST	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88 21-Jun-88	20 20 24 57 20 20 57 58 20 57 58 24 20	R R R R R R R R R R R R R R R	8820134
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) BEAUTYREST DEEPSLEEP	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798 346800	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89	20 20 24 57 20 20 57 58 20 57 58 24 20 57	R R R R R R R R R R R R R R R R R R R	
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) BEAUTYREST DEEPSLEEP DR. HARD	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798 346800 346797	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89	20 20 24 57 20 20 57 58 20 57 58 24 20 57	R R R R R R R R R R R R R R R R R R R	8820134 8820130 8820131
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) BEAUTYREST DEEPSLEEP DR. HARD S LOGO	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798 346800 346797 346796	21-Dec-93 24-Nov-58 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88 21-Jun-88 30-Apr-89 30-Apr-89 30-Apr-89	20 20 24 57 20 20 57 58 20 57 58 24 20 57 57	R R R R R R R R R R R R R R R R R R R	8820134 8820130
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE XI MEN SHI (IN CHINESE) BEAUTYREST DEEPSLEEP DR. HARD S LOGO S LOGO	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798 346800 346797 346796 347249	21-Dec-93 24-Nov-56 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89 30-Apr-89	20 20 24 57 20 20 57 58 20 57 58 24 20 57 57 20 24	RRRR R R R R R R R R R R R R R R R R	8820134 8820130 8820131 8820132
PORTUGAL PORTUGAL PORTUGAL PORTUGAL PRC	BEAUTYREST 'S' DEVICE 'S' DEVICE SIMMONS BEAUTYREST BEAUTYREST DEEPSLEEP KANG JIANG (IN CHINESE) S LOGO S LOGO S LOGO SIMMONS & DEVICE SIMMONS & DEVICE XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) XI MEN SHI (IN CHINESE) BEAUTYREST DEEPSLEEP DR. HARD S LOGO	135.821 196038 196039 135.820 384259 346798 346800 562466 562493 346796 346249 585088 346799 362453 562358 566832 346798 346800 346797 346796	21-Dec-93 24-Nov-58 01-Jul-85 01-Jul-85 24-Nov-56 21-Jun-88 21-Jun-88 30-Apr-89 30-Apr-89 29-Oct-88 21-Jun-88 30-Apr-89 30-Apr-89 30-Apr-89	20 20 24 57 20 20 57 58 20 57 58 24 20 57 57	R R R R R R R R R R R R R R R R R R R	8820134 8820130 8820131 8820132 8820133

500						
PRC PRC (FC)	CHINESE BACKCARE	362453 1200363	30-Apr-89	58	R	8339311
PRC (FC)	S AND GLOBE DESIGN	1350355	21-AUG-98	20	R	970065899
PRC (FC)	S AND GLOBE DESIGN	1343204	07-Jan-00	20	R	9800087796
PRC (FC)	SIMMONS & S /CHINESE	1343204	14-Dec-99	20	R	9800087797
PRC (FC)	SIMMONS & S /CHINESE			20	p -	970087591
PUERTO RICO	114.0F			24	P	970087592
	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-51	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	2.0.0	11-1 60-91	20	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	93056991
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	01110420
SAUDI ARABIA	BEAUTYREST			20	PEND	
SAUDI ARABIA	S AND GLOBE DESIGN			20	PEND	
SAUDI ARABIA	SIMMONS			20	PEND	
SERBIA (YUGOSLAVIA)	BEAUTYREST	43121	13-Sep-99	20	Registered	Z-276/97
SERBIA (YUGOSLAVIA)	S & GLOBE DESIGN		·		PEND	
SERBIA (YUGOSLAVIA)	SIMMONS				PEND	
SINGAPORE	HIDE-A-BED	75862	24-May-78	20	R	75,862
SINGAPORE	SIMMONS (IN CHINESE)	B1002/81	-	20	R	1002/81
SINGAPORE (FC)	"S" & GLOBE DESIGN			20	PEND	1002/01
SINGAPORE (FC)	BEAUTY SLEEP			20	PEND	7221/94
SINGAPORE (FC)	Better Sleep Through Science			20	PEND	1221104
SINGAPORE (FC)	Five Zones for Your Bones			20	PEND	
SINGAPORE (FC)	THE DO NOT DIST.MATT			20	PEND	
SINGAPORE (FC)	BEAUTYREST	CITEGOO	05 May 70			
SINGAPORE (FC)	S AND HOUSE DESIGN	S/75632	05-May-78	20	R	
SINGAPORE (FC)		S/B75994	20-Aug-88	20	R	
• •	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	16-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	892/3512
SOUTH AFRICA	Skeleton Man" Image			20	New app 8-14-	
SOUTH AFRICA	The Do Not Disturb Mattress			20	PEND	

					R	
CDAIN.	BEAUTYREST "DEVICE"	254,465	01-Jul-52	20	R	
STAIN	S AND HOUSE DESIGN	1985768	3-Mar-96	20	R	
SPAIN (EC)	BEAUTYREST	260,809	11-Feb-53	47 LOC.	R	
SPAIN (FC)	SIMMONS	76,184	11-Oct-29	6.20		
SPAIN (FC)	SIMMONS	250,916	14-Jul-53	6,20	R	
SPAIN (FC)	DR. HARD			20	PEND	
SRI LANKA	MAXIPEDIC			20	PEND	
SRI LANKA	BACKCARE			20		3839
SRILANKA (FC)	BEAUTYREST			20		8836
SRILANKA (FC)	HIDE-A-BED			20		8835
SRI LANKA (FC)	S AND GLOBE DESIGN	78838	30-May-96	20		8838
SRILANKA (FC)	S AND HOUSE DESIGN	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		20		8837
SRILANKA (FC)				20		8840
SRILANKA (FC)	SIMMONS BEAUTYREST LABEL	252/1992	30-Mar-42	20	R	
SWAZILAND		#VALUE!	28-Mar-72	· 20	R	
SWAZILAND	S DEVICE	140,233	04-Aug-72	20	R	
SWEDEN	S AND HOUSE DESIGN	236,060	05-Jun-92	20	R	
SWEDEN	SIMMONS BEAUTYREST	317,894	25-Mar-82	20,22	R	
SWITZERLAND	BEAUTYREST	210029		20	R	
SWITZERLAND	HIDE-A-BED S AND HOUSE DESIGN	258,053	06-Apr-72	20,22	R R	
SWITZERLAND	SIMMONS	317,895	17-Jul-62	20,22	R	
SWITZERLAND	S AND HOUSE DESIGN	9642	04-May-72	85 LOC.	R	
SYRIA TAIWAN	BEAUTYREST	529803	16-Jul-91	39 LOC.	R	
TAIWAN	BEAUTYREST	77283	01-Aug-75	65	PEND	
TAIWAN	BEAUTYREST (CHINESE)			20	PEND	•
TAIWAN	BSTS			65	R	(71)5467
TAIWAN	DEEPSLEEP	527517	16-Oct-82	85	R	•
TAIWAN	DEEPSLEEP	621961	16-Nov-93	65	PEND	
TAIWAN	DEEPSLEEP (IN CHINESE	.)		20	PEND	
TAIWAN	Five Zones for Your Bones			72 LOC.	R	
TAIWAN	S AND HOUSE DESIGN	77832	01-Sep-75	72 LOC.	PEND	
TAIWAN	SIMMONS (IN CHINESE )			20	PEND	
TAIWAN	THE DO NOT DIST MATT				PEND	
	BACKCARE			20	R	
TAIWAN (FC)	BEAUTYREST	77841	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	HIDE-A-BED	77838	01-Sep-75	73 LOC.	PEND	86013239
TAIWAN (FC)	S AND GLOBE DESIGN			20	R	•
TAIWAN (FC)	S AND HOUSE DESIGN	77840	01-Sep-75	73 LOC.	R	
TAIWAN (FC)	S AND HOUSE DESIGN	77739	01-Sep-75	39 LOC.	R	
TAIWAN (FC)	SIMMONS	77839	01-Sep-75	73 LOC.	r. R	
TAIWAN (FC)	SIMMONS	77831	01-Sep-75	72 LOC.	R .	8400222
TAIWAN (FC)	SIMMONS	726635	1-Sep-96	24 INT	PEND	0,002
TAIWAN (FC)	BACKCARE			20	PEND	327224
THAILAND	S AND HOUSE DESIGN			20	PEND	OZ/ZZ-
THAILAND	S AND HOUSE DESIGN		,2174	20		374081
THAILAND	SIMMONS			20	PEND	63572
THAILAND		KOR97639	10-Nov-98	3 20	R	
THAILAND	SIMMONS SIMMONS - STYLIZED	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		20	PEND	333994
THAILAND		- 10-	•	20	PEND	96-320967
THAILAND (FC in proc	001			20	PEND	320968
THAILAND (FC in proc				20	PEND	327577
THAILAND (FC in proc	ess) S & HOUSE W/SIMMOI			20	PEND	327578
THAILAND (FC)	S AND GLOBE DESIGN	259/42	30-Mar-4	2 20	R	
TRANSKEI (SOUTH A	FRICA) BEAUTYREST	259/42 B72/1891	28-Mar-7		Ŕ	
TRANSKEI (SOUTH A	FRICA) S DEVICE	D12/1091		20	PEND	
TRANSKEI (SOUTH A	FRICA) SIMMONS			20	PENC	
TRINIDAD & TOBAGO	) BEAUTYREST			20	PEND	)
TRINIDAD & TOBAGO	SIMMONS				PENI	)
TUNISIA	BEAUTYREST				PENI	
TUNISIA	HIDE-A-BED				PEN	
TUNISIA	SIMMONS					

U.K.	CONTOURFLEX	B1,241,627	10-May-85	6	R	
U.K.	HIDABED	866,432	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	TZ603034
UKRAINE (FC)	HIDE-A-BED	6590	26-Dec-95	6,20	R	TZ603035
UKRAINE (FC)	S & GLOBE DESIGN			20	PEND	96020537
UKRAINE (FC)	S & HOUSE DESIGN	6647	29-Mar-96	6,20	R	TZ603036
UKRAINE (FC)	SIMMONS (STYLIZED)	6961	28-Jun-96	6,20	R	TZ603033
UNITED ARAB EMIRATES	BACKCARE			20	PEND	
UNITED ARAB EMIRATES	BEAUTYREST			20	PEND	
UNITED ARAB EMIRATES	S AND GLOBE DESIGN			20	PEND	
UNITED ARAB EMIRATES	SIMMONS			20	PEND	
URUGUAY (FC)	BEAUTY SLEEP BY SIMMONS	275611		20	R	
URUGUAY (FC)	BEAUTYREST BY SIMMONS	275610		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 & GLOSE DESIGN	33382	01-Mar-00	20, 24	R	39053
VIETNAM	S & HOUSE DESIGN	21994	3-Oct-96	20	R	25984
VIETNAM	SIMMONS	21912	3-Oct-96	20	R	25981
ZIMBABWE	BEAUTYREST			20	PEND	740/96
ZIMBABWE	S & GLOBE DESIGN			20	PEND	740/96
ZIMBABWE	SIMMONS	740/96	14-Apr-96	20	R	740/96

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

<sup>\*1</sup> Germany, Benelux, Italy, Llechtenstein, Morocco, Monaco, San Marino, Switzerland, Czechoslovakia, Yugostavia - Origin - France - BEAUTYREST - No. 376582

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

<sup>\*3</sup> 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	5708855	2 24 25		Simons
LADY SIMONS	JAPAN	5803554	6 20 27		Simons
S	JAPAN	6007475	9 20 27		Simons
[DEVICE MARK]	SOUTH AFRICA	9900462	3	20	Simons
S	SPAIN	979642	2	20	Simons
S1MMONS	ANTILLES NETH	A 012165	102024		
HIDE A BED	ANTILLES NET!				
BEAUTY REST	ANTILLES NETH				
S SIMMONS *	ARAB EMIRATE	03687'7	20		
SIMMONS	ARGENTINA	1290134			
SIMMONS	ARGENTINA	1290135			
SIMMONS	ARGENTINA	1290136	37		
SIMMONS	ARGENTINA	1290137			
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 * S *	ARGENTINA	1290145	39		
S *	ARGENTINA	1290146	40		
S *	ARGENTINA ARGENTINA	1290147			
S *	ARGENTINA -	2129573	20		
CHARM	BRAZIL	1290142 23851	36 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 REI	99154922	20 22		
SIMMONS BEAUT	DOMINICAN REI	99187784	20 22		
SIMMONS BEAUT	DOMINICAN REI	99187785	20 22		
BACKARE	DOMINICAN REI	99187786	20 22		
SIMMONS BEAUT	DOMINICAN REI	99187787	20 22		
SIMMONS CONFO	DOMINICAN REI	99187788	20 22		
SIMMONS BEAUT	DOMINICAN REI	99187789	20 22		
S *	GUATEMALA	320594	12		
S	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		
	ITALY	35470	20		
	JAPAN	68397	2024		
SIMMONS	JAPAN	10011881			
SIMMONS *	JAPAN	58035547			
	JAPAN	58035548			
CENTAUR	KOREA SOUTH	93023232			
			09 11 12		
			16 17 18		
			19 20 21		
S *	MEXICO	172012	2628 202427		
n .	MEXICO	173012	401 <del>4</del> 71		

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
CONFOREST	VENEZUELA	4373	20
QUIETUD	VENEZUELA	4374	20
MAXIPEDIC	VENEZUELA	7682	20
SIMMONS	VIET NAM	25981	20

	Α	В	С	D	E	F	G	Н	1	J	K
1	Interna	tional Mar	ks (Par	1 3)			1				
2	111101110	l l	1.01.01	<del></del>		<del> </del>	<del></del>	<del> </del>	<del></del>		+
3	COUNTRY	NAME	REG. NO.	ISSUE DATE	CLASS	STATUS	COMMENTS	OWNR	ORIG. FILE	APP. SERIAL#	FOREIGN ASSOCIATE
4	ARGENTINA	SUENO PROFUNDO	1293106	07-Jun-83	20	R	ASS® TO SIM ARGENTINA	SIM. ARG		1368903	MARVAL, O'FARRELL
5	INTERNATION AL (*1)	BEAUTYREST	376 582		20, 24	R		Æ			(4. \$50 HZ 8)
6	INTERNATION AL (*2)	HIDE-A-BED	374 849		20	R		IE			
	INTERNATION AL (*3)	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	1	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	<u> </u>	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	1	SAL EX U	26-Jul-96	4831	WILKINSON
14	PORTUGAL	'S' DEVICE	354 862	21-Jan-69		R	NOT RENEWED BY	CVL			J. PEREIRA
15	ROMANIA (FC)	SIMMONS	2R173292	7-Dec-93				IE			WARTMANN
		BACKCARE	B/3659-87	31-Jul-94	20	R	Assign to Sims 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 October 29, 1999. Exclusive License and Letter of Consent, dated as of February 1, 2000. Exclusive License and Letter of Consent, dated as of February 1, 2000. Exclusive License and Letter of Consent (beautyrest.com), dated as of October 2, 2001. Exclusive License and Letter of Consent (simmons.com), dated as of October 2, 2001. [INTLIC005]
- 3. New Territory License Agreement, dated as of June 30, 1987, between Simmons U.S.A. Corporation and SJL Investment Limited. Sublicense Agreement, dated as of October 4, 1994, between Simmons Asia Limited and Simmons-K Co. New Territory License Agreement Supplement and Amendment, dated as of May 19, 1997, between Simmons Company, and Simmons Asia Limited. [INTLIC004]
- 4. Technology License Agreement, dated as of November 5, 1987, between Simmons USA Corporation and Simmons Israel Bedding Systems, Ltd. (f/k/a Haim Herman and PAMA, Ltd.), as amended by the First Amendment, dated as of June 17, 1997. Agreement for Lease of Equipment, dated as of July 16, 1995, between Simmons Company and Simmons Israel Bedding Systems, Ltd. [INTLIC008]
- 5. License Agreement, dated as of February 1, 1990, between Simmons Company and La Nacional CXA. Technical Services Agreement, dated as of July 1, 1997, between Simmons Company and La Nacional CXA. [INTLIC018]
- 6. Agreement, dated as of May 21, 1990, between Simmons Company and Highest Confort Co., S.A. de C.V. (f/k/a Compania Simmons S.A. de C.V.), as amended by the First Amendment, dated as of May 20, 1998 and Second Amendment, dated as of September 3, 1999. Patent and Technology License Agreement, dated as of May 21, 1990, between Simmons Company and Alfasid S.A. de C.V., as amended by the First Amendment, dated as of May 20, 1998 and the Agreement to Extend and Amend, dated as of June 1, 1995. Lease Agreement I, dated as July 20, 1987, as amended by the First Amendment, dated as August 7, 1998, between Simmons Company and Alfasid S.A. de C.V. Lease Agreement II, dated as of August 7, 1987, as amended by the First Amendment, dated as of June 30, 1990, as amended by the First Amendment, dated as of August 7, 1998, between Simmons Company and Alfasid S.A. de C.V. Lease Agreement IV, dated as of June 24, 1991, as amended by the First Amendment, dated as of August 7, 1998, between

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

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

- 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:

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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:

220241.10-New YorkSSA

#### ARTICLE I

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"Copyright Licenses" shall mean all of any Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Copyrights (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in 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 semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the registrations and applications referred to in Item A of Schedule IV, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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 <a href="Item C">Item C</a> of <a href="Schedule IV">Schedule IV</a>, 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

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

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

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

# "Security Collateral" shall mean:

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

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

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

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

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

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

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

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

#### ARTICLE II

#### **GRANT OF SECURITY INTERESTS**

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

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

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

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

#### ARTICLE III

## REPRESENTATIONS AND WARRANTIES

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

- 3.1 <u>Credit Agreement Representations and Warranties</u>. 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 <u>Perfected Liens: Priority</u>. (a) The security interests in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties hereunder constitute valid security interests in the Collateral.

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- (b) (i) Upon filing financing statements naming such Grantor, as "debtor" and the Administrative Agent for the benefit of the Secured Parties as "secured party" and describing the Collateral in the filing offices set forth on Schedule V hereto and (ii) to the extent not subject to Article 9 of the UCC, (x) in the case of Intellectual Property, upon the recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable patent, trademark, and copyright registries, (y) in the case of the Security Collateral, upon the delivery of the Security Collateral and Investments to the Administrative Agent, and (z) in the case of Motor Vehicles, upon the notation of the Lien created hereby upon the certificate of title for such Motor Vehicle if required by applicable law, the security interests in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties hereunder will constitute perfected security interests therein superior and prior to all Liens (other than Permitted Liens).
- 3.4 Security Collateral. (a) All of the Pledged Stock issued by Company or its Subsidiaries have been duly authorized and validly issued and is fully paid and non-assessable. All of the Pledged Notes issued by Company or its Subsidiaries have been duly authorized, authenticated or issued and delivered, and each Pledged Note is the legal, valid and binding obligation of the issuers thereof, and is not in default.
- (b) The Pledged Stock constitutes the percentage of the issued and outstanding shares of stock of the respective issuers thereof indicated on <u>Schedule I</u>. The Pledged Notes are outstanding in the principal amount indicated on <u>Schedule I</u>.
- 3.5 <u>Chief Executive Office: Records</u>. The chief executive office of such Grantor is located at the location specified on <u>Schedule III</u>.
- 3.6 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 <u>Receivables</u>. (a) None of the Account Debtors in respect of any material portion of the Receivables is the United States Government or an instrumentality thereof.
- (b) No Receivables are evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (other than in respect

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

## 3.10 Intellectual Property Collateral.

- (a) <u>Schedule IV</u> sets forth a true and accurate list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by such Grantor and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of such Grantor.
- (b) Such Grantor is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property on Schedule IV, free and clear of all Liens and licenses, except for Permitted Liens and the licenses set forth on Schedule IV items B, D, F & G.

### ARTICLE IV

#### COVENANTS

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

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

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- (a) the filing of any financing statements, in form acceptable to the Administrative Agent under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens and security interests granted hereby. Such Grantor also hereby authorizes the Administrative Agent to file any such financing statement without the signature of such Grantor to the extent permitted by applicable law. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of the original to the extent permitted by applicable law. Such Grantor will pay or reimburse the Administrative Agent for all filing fees and related expenses:
- (b) the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;
- (c) will make or reimburse the Administrative Agent for making all searches deemed necessary by the Administrative Agent to establish and determine the priority of the security interests of the Administrative Agent for the benefit of the Secured Parties or to determine the presence or priority of other secured parties;
- (d) upon request of the Administrative Agent, cause the Administrative Agent for the benefit of the Secured Parties to be listed as the lienholder on the certificate of title or ownership covering any Collateral covered by such a certificate of title or ownership and to deliver evidence thereof to the Administrative Agent promptly;
- (e) furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail and in form satisfactory to the Administrative Agent; and
- (f) furnish to the Administrative Agent upon its reasonable request, complete and correct copies of each Contract to which it is a party.
- 4.2 <u>Delivery of Security Collateral</u>. All certificates or instruments representing or evidencing the Security Collateral shall be delivered to and held by or on behalf of the Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Administrative

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, identify or corporate structure or such new tradename, it shall have taken all action satisfactory to the Administrative Agent as the Administrative Agent may reasonably request to maintain the security interest of the Administrative Agent for the benefit of the Secured Parties in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.
- 4.6 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper (other than in respect of Instruments and Chattel Paper in an amount less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors and Chattel Paper consisting of consignment agreements with customers) shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement. Upon request of Administrative Agent, such Grantor shall deliver to Administrative Agent all Chattel Paper consisting of consignment agreements with customers, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.
- 4.7 Maintain and Mark Records and Receivables. Upon request of the Administrative Agent, such Grantor shall legend, in form and manner reasonably satisfactory to the Administrative Agent all Chattel Paper and other evidence of Receivables, as well as the Receivables Records with an appropriate reference to the fact that the Chattel Paper and all other Receivables have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.
- 4.8 <u>Insurance</u>. Such Grantor shall maintain insurance as required by the Credit Agreement.
- 4.9 <u>Receivables</u>. (a) Such Grantor shall perform in all material respects all of its obligations with respect to the Receivables.
- (b) Other than (i) in the ordinary course of business and (ii) while no Default or Event of Default shall have occurred and be continuing, such Grantor shall not (v) amend, modify, terminate or waive any provision of any Receivable in any

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

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

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

## 4.13 Intellectual Property.

- (a) Such Grantor shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted in such material Intellectual Property.
- (b) Such Grantor shall, within thirty (30) days of the creation or acquisition of any Copyrightable work which is material to the business of such Grantor, apply to register the Copyright in the United States Copyright Office; and such Grantor shall, within thirty (30) days of the acquisition of any registrations or applications for any Patents, Trademarks and Copyrights from any third party, record its interest in the United States Patent and Trademark Officer and the United States Copyright Office.
- (c) Except as may otherwise be indicated by prudent business practices, such Grantor shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by such Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule IV Items A. C. E.
- (d) In the event that any material Intellectual Property owned by such Grantor is infringed, misappropriated, or diluted by a third party, except as may otherwise be indicated by prudent business practices, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property.
- (e) Such Grantor shall promptly (but in no event more than thirty (30) days after such Grantor obtains knowledge thereof) report to the Administrative Agent (i) the filing of any application to register any Intellectual Property with the

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

- (f) Such Grantor shall, promptly upon the reasonable request of the Administrative Agent, execute and deliver to the Administrative Agent any document required to acknowledge, confirm, register, record, or perfect the Administrative Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired.
- 4.14 Notice. Such Grantor will advise the Administrative Agent promptly, in reasonable detail, in accordance with the provisions hereof (a) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral and (b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.
- 4.15 <u>Performance by Administrative Agent of Grantors' Obligations:</u>
  Reimbursement. If such Grantor fails to perform or comply with any of its agreements contained herein the Administrative Agent may, without notice to or consent by such Grantor, perform or comply or cause performance or compliance therewith and the expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum 2% above the Base Rate shall be payable by such Grantors to the Administrative Agent on demand and such reimbursement obligation shall be secured hereby.

#### ARTICLE V

# SPECIAL PROVISIONS REGARDING RECEIVABLES AND CONTRACTS

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

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

- 5.2 Notice to Account Debtors and Contracting Parties. At any time after an Event of Default has occurred and is continuing, the Administrative Agent may. and upon request of the Administrative Agent, the Grantors shall, notify Account Debtors and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent. At any time after an Event of Default has occurred and is continuing, the Administrative Agent may in its own name or in the name of others communicate with Account Debtors and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Receivables or Contracts.
- 5.3 Collections on Receivables and Contracts. The Administrative Agent on behalf of the Secured Parties hereby authorizes each Grantor to collect the Receivables and Contracts, and, at any time after an Event of Default has occurred and is continuing, the Administrative Agent may curtail or terminate said authority and itself, or by its agents, collect all Receivables and amount owing under Contracts. After an Event of Default has occurred and is continuing, if required by the Administrative Agent, any payments of Receivables and Contracts, when collected by a Grantor, shall be forthwith (and, in any event, within two Business Days) delivered by such Grantor to the Administrative Agent in the exact form received, duly indorsed to the Administrative Agent if required, for deposit into the Collateral Account, and until so turned over. shall be held by such Grantor in trust for the Administrative Agent for the benefit of the Secured Parties, segregated from other funds of such Grantor. All Proceeds, while held by the Administrative Agent for the benefit of the Secured Parties (or by such Grantor in trust for the Administrative Agent for the benefit of the Secured Parties) shall continue to be Collateral securing all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided.

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## 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 Secretary of State
		Office of the County Clerk, Davidson County	
15.	Ohio	Office of the County Recorded of Franklin County	Office of the Secretary of State

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

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

# Grantor: Simmons Holdings, Inc.

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

# Grantor: Simmons International Holding Company, Inc.

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

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# SCHEDULE VI

Insurance Certificates

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STREET	j	j	j		
All Risk Property SEE ATTAC	1	0/23/98	9/30/99	See Attached	
Subject to Policy					
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MS A.G. Stamford Branch, Admini	strative Agent :	is named a	s loss par	700 DZ	
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UBS A.G., Stamford Branch	ł			HERTING COMPANY WILL &	
ldministrative Agent	1			THE CENTERCATE HOLDER HA	
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Simmons	Company	
10/29/98 - 9/30/99 Property/B	oiler & Machine	ery Program
Layer	Company	Policy No.
SZ_SMM Primary	Lexington	8521790
SSMM pro STOMM ero SZ.SMM	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
SIMM p/o \$2.5MM e/o \$12.5MM	Frontier	FCP2996130
\$10MM e/o \$15MM	TBD	TBD
1,106,464,724 Blanker Excess	Zurich	ERP2820960-01
SISMM e/o S90MM DIC	Hartford	10X1_SQG3092
\$100MM B&M	Traveless	BMG849K7382

10/28/98 2:56 PM

TRADEMARK

REEL: 002557 FRAME: 0362

#### Lender's Loss Payable Endorsement-Form 438 BFU

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

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

Insured to: Simmons Company

Aon Risk Services Inc. of NY. 2 WTC, New York, NY 10048 Agency at:

October 28, 1998 Date:

> TOTAL P.06 \*\* TOTAL PAGE. 06 \*\*

### SUPPLEMENT TO SCHEDULE 1

### Security Collateral

## PART 1

### Pledged LLC Membership Interests

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

### Pledged Stock

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

# PART II

# Pledged Notes

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

### SUPPLEMENT TO SCHEDULE V

#### FILING OFFICES FOR UCC FINANCING STATEMENTS

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

### Supplement to Schedule 4.1 Subsidiaries of Company

## (5) Subsidiaries

## Limited Liability Companies

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

## Corporations

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

8BC-016	SDC-016	880016	3BC-016	\$BC-016	SDC-016	8BC016	\$BC-016	ClientRef
United States of America 980038	lhited Kingdom	Spain	New Zcaland	Netherlands	Merico	Invoduted (T	Japan	CountryName
America 980038	980038	980038	980038	980058	980038	910038	910038	CAM Number
300	400	100	<b>\$</b> 00	\$	8	60	400	
017	. 164	. 049	26	167	2	<b>2</b>	037	
NETHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUFACTURINO INNERSPRING CONSTRUCTION	METHOD AND APPARATUS FOR MANUFACTURING INNERSYRING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUPACTURING INNERSPRING CONSTRUCTIONS	NETHOD AND APPARATUS FOR MANUFACTURING INNEKSPRING CONSTRUCTION	METHOD AND APPARATUS FOR MANUFACTURINO INNERSPRING CONSTRUCTIONS	METHOD AND APPARATUS FOR MANUPACTURING INNERSPRING CONSTRUCTION	NETHOD AND APPARATUS FOR MANUPACTURING INNERSPRING CONSTRUCTIONS	Title
695311	85301642.6	543.688	211505	83301642.6	206378	<b>8</b> 5301642.6	60-102519	ApplNumber
	3/8/85	5/30/83	3/19/83	3/8/8	\$/2 /85	3/1/15	5/14/85	PUDate
4566926	0153198	543.688	211305	0155158	163932	9515810	1598745	PalNumber
1/28/16	7/490	3/4/86	10/27/87	7/4/90	6/19/91	7/4790	1/24/91	LuDate
3/9/04	VENOS	3/4/06	3/19/01	3.4703	<b>9</b> 71/03	<b>340</b> 0	3/14/05	ExpDate
HMB Assembly Machine			·		NGM tox of majorities over 12			Kemario

Checkler	CountryName	CAM Number			Tilbe	AppNumber	VIIDate	PalNamber	ImDate	ExpDate	Remylo
SBC-017	United States of America 980038	980058	8	018	APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	613573	1202/04	4363046	1/21/86	12/24/04	Adjustable Uhrsponic Stands for Uhrsacolc Coller
SBC-018	Canada	980058	8	918	THERMALLY WELDED SPRING POCKETS	301671	12178	1071335	2/5/80	¥5197	
\$BC-018	Japan	<b>980058</b>	6	2	TIGRMALLY WELDED SPRING POCKETS	48610/78	4/24/78	1094844	42783	12498	
890-018	Spain	980058	\$	050	THERMALLY WELDED SPRING POCKETS	340710	276/85	295796	11/10/87	2726103	
SBC-018	United Kingdom	980058	8	9.	THERMAILY WELDED SPRING POCKETS	1523078	41878	1586909	507:81	#18/98	
SDC-018	United States of America 980038	980038	J00	019	THERMALLY WELDED SPRING POCKETS	947545	102/78	4234983	11/25/40	11/25/97	Uhra-Sonically Welded P.C. Strings
800019	United States of America 980018	980038	300	920	UPHOLSTERY COIL TRANSFER MECHANISM	529218	<b>8</b> /31/77	4165808	8/28/79	8/11/97	Coil TRansfer Mochanism
SBC-020	United States of America 980038	980038	300	2	PLATFORM BED	837392	9/28/77	4106138	8/15/78	9/21/97	Maximun Dod
SDC-021	France	980058	100	028	POCKETED SPRING ASSEMBLY	8005875	3/17/80	3451729	11/21/10	3/17/00	
SBC-021	United States of America 980038	980038	300	23	POCKETED COIL STRINGS HAVENG A FLAT OVERLAP SUDE SEAM	354482	5/19/89	4986518	1/22/91	6/13/08	Early Side Seal Divinional

SBC-013	8BC-074	SBC-024	8BC-024	8DC-074	3BC-024	8BC-02A	8BC-02) U	8BC071 U	Chartkef C
Belgiwa	United States of America 980038	United States of America 980058	United States of America 980058	Japan		Canada	Upided States of America 980058	United States of America 930058	CountryName
980038	980058	» 980058	800058	980058	980058	980038	\$50016		CAM Number
<del>\$</del> 00	300	300	300	8	6	\$	96	90£	
0 168	26	039	94	039	2	067	<b>8</b> .	93	
DEDUING CONFIGURATION II AVING VARIABLE SUPPORT CHARACTERISTICS	APPARATUS FOR COMPRESSING A SPRING	NETIOD AND APPARATUS FOR POCKETED COIL CONSTRUCTION HAVING IMPROVED TRACKING CHARACTERISTICS	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	MATHOD AND APPARATUS FOR MAKING A SENJES OF POCKETED COIL SPRINGS	NETHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETBD COIL	MATTRESS OR CUSHION SPRING ARRAY	METHOD FOR PROVIDING POCKETED COIL STRINGS ILAVING A FLAT OVERLAP SIDE SEAM	Tite
N 91401027.8	637290	424552	003259	3321598	100316	2047438-6	295063	203920	ApplNumber
417/91	ופימו	417195	נפעות	12/5/91	12/26/91	7/19/91	19119	6/13/81	PuDate
453363	5186433	3509287			100316	2047438	4893352	453 4073	PatNumber
12/20/95	2/16/93	4/73/96			3/9/94	3/4/97	1/23/90	8/1/89	EmDale
4/17/18	10/11	4/23/13			1726/11	7/19/11	ופענתו	8011/9	EspDate
	E.T.I. Coiler Ingrovements	ET.I. Infeed System (Curr Div)	E.T.I. (pleed Syntan)				Molded Flastic Denows-1 yes Coils; Lapsed 1/23/98 for failure to pay examienance for	Early Side Seal	Remarks

ClientRef	CountryNume	CAM Number	=		Tile	ApplNumber	Fillbale	Patkusber	ImDak	Laplbate	Remarks
8i)C-023	Desmuk	980058	800	170	BEDDING CONFIGURATION HAVENO VARIABLE SUPPORT	91401027.8	4/17/91	453363			
8110-025	European Palets Office	980038	8	. 066	BEDDING CONFIGURATION HAVING VANIABLE SUPPORT CHARACTERESTICS	91401022.8	4/17/91	453363	12/20/95	417711	Active in Belgium, Demmark, Germany, Spaja, France, Italy, Sweden and the U.K.; annivities paid by Cabinet Weigstein
8BC-025	Finland	980038	8	025	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91116	4/17/91	95197	1/10/96	<b>4</b> (7/11	
SUC-025	Finland	980038	800	071	BEDDING CONFIGURATION HAVING VANIABLE SUPPORT CHARACTERISTICS	942306	3/25/94				Annuities being paid by Cabinet Weindein
8BC-025	Pruxoa .	980038	\$	174	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/95	11/11/1	
3BC-025	Gennay	980038	400	169	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/9]	69113549	12/20/93		
1BC-025	Hong Kong	980058	•	197	REDDING CONFIGURATION IIAVINO VARIABLE SUPPORT CHARACTERISTICS	98107173.7	6/27/98				
8BC023	[srei	980038	100	030	Ifybrid mattress Including median air Support	97838	1/16/31	97858	11/27/94	11/9/11	
SBC-023	ka iy	980058	400	173	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453)63	12/20/93	417/11	
8BC-023	Men.	980038	8	2	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	025396	4/17/91	176900	12/16/94	₩17/1 E	Nesd ect of assruities due in 2001

ClientRef	CountryName	CAM Number	١		TWe	ApplNumber	Padate	PatNumber	lasDuke,	Explinte	Remarks
8BC-073	Spain	980038	<b>\$</b>	171	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	2029912	12/20/95	<b>4</b> 17/11	
880025	Savden	920058	8	175	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.	4/17/91	13163	12/20/95	4/17/11	
8BC-025	United Kingdom	980038	8	172	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453163	12/20/93	11/11/14	
SBC-025	United States of America 980038	980038	300	027	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	510692	4/18/90	510548R	42192	4/18/10	Serpentiae Air Support
BBC-025D[V	Belgium 	980058	2	200	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTBRISTICS	94200657.7	4/17/91	0611010	7/1/98		
SBC-025DIY	Detunark	980038	<b>†</b>	26	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/1/98		
\$BC425DIY	European Palent Office	980058	8	070	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	7/4/98	4/17/91	Active in Delgium, Germany, Dermark, Spain, France, Italy, Sweden and the U.K.; armities paid by Cabiact Weinstein
SRC-025DIV	France	980038	400	202	REDING CONFIGURATION HAVING VARIABLE SUPPORT	94200667.7	W17/91	0611010	7/1/98		
8DC-025DIV	Germany	\$50086	100	203	DEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	69129702	7/1×9 <b>8</b>		
SBC-025DIV	Hong Kong	980058	6	212	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS						

	2	CAM Number		_	716	ApplNumber	Pillbate	PatNumber	Induste	EupDate	Resurb
SBC-025DIV	Viol	910031	60	204	BEDDING CONFIGURATION	94200667.7	4/17/91	0611010	7/1/91		
				_	CHARACTERISTICS				7/1/9		
1BC-025DIV	Sweden	980058	400	205	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	417/91	0611010	200		
SBC-023DIV	United Kingdoon	980038	6	206	DEDDING CONFIGURATION  INVING VANIABLE SUPPORT	94200667.7	4/17/91	0611010	7/1/98		
8BC-026	United States of America 980058	, 98005 <b>8</b>	306	029	BOX SPRING CORNER SUPPORT	934206	מיומן	5263291	11/20/93	10/22/11	198 Shing strain Contra
8BC-026	United States of America 980058	a 980058	300	2	DEDDING SYSTEM INCLJIDING SPRING HAVING LIMITING MENIBRANE	781347	10/72/91	5165125	11/24/92	10/22/11	Pladic Dox Spring
8DC-027	United States of America 980058	980058	30	936	MATTRESS HAVING 2-FLY MOISTURE HARRIBR AND REPLACEABLE UPHOLSTERY	025027	3/1/93	3311624	3/17/94	3/1/13	Moishare Resistant Mattress Construction/Rent a Center
\$BC-027	United States of America 980058	ca 980058	300	2	NATTRESS ILAVING ZPLY MOISTURB BARRUER AND REPLACEABLE UPHOLSTERY	243157	3/16/94			2/21/96	Moisture Resistant Mettress Construction/Rent a Center
SBC-028	[MTC]	980058	<b>\$</b>	029	FLOTATION SYSTEM INCLUDING IMPROVED LOCKING PEATURES	100517	12/26/91	100517	6/16/95	1226/11	
\$BC-028	Ispan	800086	<b>3</b>	92	S FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	+51311	3/10/92				

CleocRef	CountryName	CAM Number			Tide	ApplNumber	Fülbete	PelNumber	Indibate	EspDate	Ramerks
\$BC-028	United States of America 980038	980038	8	2 ∥	FLOTATION SYSTEM INCLIDING IMPROVED LOCKING FRATURES	673203	3/21/91	5144707	9/11/97	וועומנ	Feam Perioder Flotation System Using Volcro Fasteners
SBC-028	United States of America 980058	980058	300	93	FLOTATION SYSTEM INCLUDING IMPROVED CUSIIIONING AND SUPPORT FBATURES	961275	10/14/92	3285341	2/15/94	2/15/98	Flotation Tray Design with Flange; lapses 2/1 5/98 for non-payment of maintenance for
8BC-028	United States of America 980038	980038	300	032	FLOTATION SYSTEM WITH LINER TRAY	\$50480	3/12/92	3243716	9/21/93	9/11/97	Flotation Tray with Flat Edges
8BC-029	France	980058	00	026	CONVEKTIBLE BED	8412209	NAM.			11/12/87	
\$DC-029	United States of America 980058	98005	300	9	CONVEKTIBLE BED	172338	6/9/86	4803742	2/14/89	90/6/9	Slido-A-Bed
SBC-030	Austriia	80008	6	993	FLOTATION MATTRESS	5018879	817219	330149	12/1/13	8/22/89	
SBC-030	Canada	980038	8	. =	FLOTATION MATTRESS	334859	<b>8/</b> 31/79	1103818	6/23/81	6/13/98	
\$HC-030	Бигорски Рамен Оппов	920058	80	020	WATERBED MATTRESS	79301788.0	8/31/79	0003930	2/1/84	87) 1/8 <b>8</b>	Austria, Switzerland, West Chemany, France, Italy, Netherlands, Sweden - all Lapead for failure to pay 1918 armity, U.K. Ispaced for failure to pay 1991 annuity
SBC-010	Japan	980038	100	034	FLOTATION MATTRESS	54110533	9/4/81	1095571	4/27/82	9/4/88	Expired for failure to pay 8th year armudy
SBC-010	Tawan	980058	9	052	FLOTATION MATTRESS	6924586	8/29/79	14453	6/1/81	16/105	
SBC-030	United States of America 920058	920058	300	035	FLOTATION MATTRESS	939049	9/1/78	4245362	1/20/81	9/1/91	Water Coil

8100-036	SBC-016	spcoss	SDC-034	SDC-033	8BC-012	SBC-031	SBC-031	SIDC-031	SBC-030	Climited		
Canada	Australia	United States of America 980058	United States of America 980058	United States of America 980058	United States of America. 980058	United States of Asseries 980058	Canada	Australia	Veneruelo	CountryNeue		-
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3 METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	SOFA DED WITH MATTRESS LONGITUDINALLY COMPRESSED FOR STORAGE AND METHOD	PROCESS FOR MANUFACTURING FIRE- RETARDANT COTTON FELT	MATTHESS OR CUSHION SPAING ASSEMBLY	MATTRESS FOUNDATION	FLOTATION MATTRESS	HYBRID FLOTATION MATTRESS HAVING PROTECTIVE WATERPROOF LINER	HYDRID FLOTATION MATTRESS HAVING PROTECTIVE WATEHPROOF LINER	FI,OTATION MATTRESS			
US 2189549	JS 1536 <b>29</b> 5	<b>3</b> S 23416 <b>8</b> \GB	303106 JT	622886	636090	939050	<b>393138</b>	7874081	162479	ApplNumber		
12/19/94	1279/94	4/14/11	9/4/7-4	10/16/75	11/28/75	9/1/78	12/2/81	13/13/81		-	BilDate	
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		415/123	7/13/76	10/4/77	ווענונ	1/20/\$1	SIRPA		11/21/85		Lys Darks	
14		414701	111393	10/494	,	9/1/98	5/1/01		12/2/186	18497	ExpDate	ļ
	•	Hide-A-Bed Mechaniku	Fire-Retardard Cotton Fell	Wive-Tied Assembly with Reinforced Spring Edge	Foundation - Coils and Nobule	Water Bed w/Iwo Cont in Uniter Bed w/Iwo Cont in Uniter Rejectors of Non-Spring				•	Remarks	

CllentRef	CountryName	CAM Number	~		Title	AppWumber	PiDate	PatNumber	lasDake	Esplitate	Remarks
8BC036	European Palent Office	920038	<b>\$</b>	2	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES						
\$BC-036	Menico	980058	60	062	NETIIOD AND APPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER						Application not filed per Saul Gonzalez of Girupo due to Into irubuctions and priority date was missed
SBC-036	Patent Cooperation Treat 980058	980038	<b>6</b>	058	METHODAND AFFARATUS FOR MANUFACTURING MATTRESSES	PCT/US94/14996	12/29/94				Entered national stage in Australia, Canada and Ruscia
\$80.036	Russian Federation	910038	\$	105	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	96123133	12/19/94			12/29/14	
8DC-036	United States of America 980038	940038	300	058	METHOD AND AFFARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER	01/466061	6/6/93				Otis Bruth (Abandoned)
8BC-036	United States of America 980038	980038	360	042	METHOD FOR MANUFACTURING MATTRESSES OR BOX SPRINGS, INCLUDING IMPROVED SPRING TRANSFER	238814	\$16.194	3471723	12/3/93	3/6/14	Où Brush
\$BC-017	Australia	\$50086	00	107	CONDITIONING POCKETED COLL SPRINGS	15963/93 .	12/30/94			12/30/14	
\$BC-037	Canada	980058	6	0	CONDITIONING POCKETED COIL SPRINGS	2197647	12/30/94			12/30/14	
SDC-037	China	980058	100	109	CONDITIONING POCKETED COIL SPRINGS	94195182.0	12/30/94			12/30/14	

SHC-037	SBC-017	SBC-017	8BC-037	SBC-017	5BC-037	SBC-017	SDC-017	8BC-017	SBC-037	SBC-037	Chainef	
United States of America 980058	United States of America 980058	Russian Federation	Poland	Palan Cooperation Treat 980058	Mexico	Japan	Hungary	Hong Kons	Buropean Fatett Office	Czech Republic	CombyNuns	-
erica 980058	wica 980058	980051	980058	tal 980058	980058	980058	920038	920052	980058	980058	CAM Number	
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11/12/96	9/10/Ye											las Date
			12/30/14			8/9/15	12/30/94	12/30/14		12/20/14	12/30/14	EapDate
Apparatus)	Jaw (Div)  Iteal Treating (Method and	Weld Method Using Indexed		Cappala, Chine, EPO, Hungary, Russin, Czoch, Australia, Poland and previously filed in Mexico	agentifies paid; seen services due upon grand Entered national phase in	Exam requested and first						Remarks

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	CountryName	CAM Number		_	Tilk	ApplNumber Pi	PODate 1	PatNumber	las)ale	ExpDale	Remarks
SBC-038	Australia	980058	<b>S</b>	099	APPARATUS FOR MANUPACTURING MATTRESSES AND BOX SPRINGS	15516/95 17	12/29/94			473/97	
SBCOM	Canada	980058	<b>\$</b>	8	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	7185326 I	12/19/94			127414	·
8DC-031	European Palent Office	980058	400	082	METTIOD & AFFARATUS FOR MANUFACTURING MATTRESSES & BOX SPRINGS	93907213.3	12/19/74			1279/14	
SBC-038	llong Kong	980038	8	208	AISTHOD AND APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS						
SBC-038	Japan	920058	440	96	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	<b>324</b> 010/9\$	12/29/94			12/19/14	
SDC-038	Korea, South	980058	400	99	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	703061/96	12/19/94	·		12/29/14	
8BC-038	Mexico	9 8000 5 8	\$	8	APPARATUS FOR MANUPATURING MATTRESSES AND BOX AND BOX SPRINGS	951320	3/13/93			3/13/1.5	Exam requested and amvinies paid; next smaaiy due upoo grant
8BC-018	Patent Cooperation Treat 980058	real 980038	400	060	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	PCT/1/594/14430	12/19/94	·			kistered national phase in Poland, S. Karez, Jepan, Russia, Australia, Camada, previously filed in Menico

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880-018		980034	6	9	APARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	316310	12/29/94			1279/94	
SBC-018	Rassian Federation	980038	400	97	APPARATIS FOR MANUFACTURING SOX SPRINGS	96171926	12/29/94			12/29/14	
8BC-038	United States of America 980031	980058	300	2	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	212235	3/14/94	\$44903	<b>8</b> /29/95	3/14/14	Jack Shafi/Coiler Head Improvenients
SBC-039	United States of America 980038	980038	300	046		110\$30	1/24/93	5353454	10/11/94	10/11/98	Flotation Tray System
SDC-040	Australia .	980038	<b>\$</b>	101	INNERSPRING CONSTRUCTION INCLUDING LMPROVED EDGE CHARACTERISTICS	24753/95	3/5/95			6/20/97	
8100-040	Canada	98005	<b>\$</b> 00	102	I INNERSPRING CONSTRUCTION INCLUDING INFROVED EDGE CHARACTERISTICS CHARACTERISTICS	21 <b>89</b> 533	5/5/95			3/3/15	
SBC-0+0	European Palent Oslice	980058	400	9	INVERSPAING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERISTICS	<b>.</b>				·	
SBC-040	Palent Cooperation Treat 980038	eal 980038	400	0 074	74 INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDUE CHARACTERISTICS	PCT/U\$95/05701 IG	701 3/5/95				Entered regional phase in Russia, Australia and Ca

ChartRef	CountryName	CAM Number	•		Title	ApplNumber	Pallyate	PadNumber	Im Dote	Ripowe	Mainte
8BC-040	Russian Federalian	850086	8	100	INNERSPRING CONSTRUCTION INCLUDING INFROVED EDGE CHARACTERISTICS	96123132	3/5/95			3/3/1.5	
\$BC-040	United States of America 980058	980038	300	93	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERISTICS	231835	5/5/94	3499414	3/19/96	\$I\$/14	Tersion Bar Edge Support
SBC-041	European Patent Office	980058	8	15	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING INNERSPRING CONSTRUCTIONS	95906589.7	12/30/94			12/20/94	
8BC-041	Hong Kang	980038	8	209	METHOD AND APPARATUS FOR PROVIDING INFROVED POCKETED INNERSPRING CONSTRUCTIONS						
\$BC-041	Мелоо	980058	100	83	AGTIOD & APPARATUS FOR FROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	95)772	8/31/95			<b>1911115</b>	Exam requested and activities paid; need annuity due upon graf.
SBC-041	Patent Cooperation Treat 980058	N 980058	•	061	METTIOD AND APPARATUS FOR PROVIDING IMPROVED POCKETTO INNERSPRING CONSTRUCTION	PCT/US94/13266	12/30/94				Referred national phase in EPC, previously filed in Mexico
8BC041	United States of America 980058	# 98005 <b>8</b>	300	04	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKHIED INNERSPRING INNERSPRING CONSTRUCTION	08/302417	9/8/94	3621935	4/22/97	9/8/14	Chevron

8BC-045	SUC-044	8DC-044	811/2-044	3BC443	8DC-043		8BC042	SBC-041	CllendRef		
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rtal 980051	ica 980038	980058	F 980038	98005	, and a second			910031		Call Number	
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SBC-015	United States of America 980038	980038	300	052	KNOCK DOWN FOUNDATION 199167 FOR A BED	399167	3/1/95	3469389	1 V <b>2 L/95</b>	30213	KD/RTA Foundation
SBC-046	United States of America 980058	\$200\$6	300	053	COILER APPARATUS						Coiler Lap Seal; Disclosure dropped per client
SDC-047	Avreslia	940054	\$	\$	MULTIPLE FIRNMESS MATTRESS	33903/93	9/13/95	695946		9/15/17	
8IXC-047	livazii	910038	400	Ξ	MULTIPLE FIRMNESS MATTRESS	P19510543-2	9/15/95			9/13/17	
SBC-047	Canada	910038	100	12	MULTIPLE FIRMNESS MATTRESS	2223750	9/15/95			9/15/17	
SBC-047	China	980058	8	3	MULTIPLE FIRMNESS MATTRESS	93197916.7	9/13/95			9/15/17	
8BC-047	European Patent Office	980038	400	=	multiple firmness Mattress	95911129.9	9/15/95			9/13/17	
\$BC-047	Hong Kong	980058	400	210	MULTIPLE FIRMNESS MATTRESS	98110645.1	9/16/98				
SBC-047	Japan	980058	8	ž	MULTIPLE FIRMNESS MATTRESS	534022/1996	9/1 5/95			9/15/17	
SUC-047	Korea, South	980058	8	147	MULTIPLE FIRMNESS MATTRESS	97-707891	9/15/95	•		9/15/17	
SBC-047	Мехісо	980038	400	145	MULTIPLE FIUMNESS MATTRESS	978599	9/13/95			9/15/17	
8DC 047	Pulant Cooperation Treat 980058	980038	ŧ	000	MULTIPLE FIRMNESS MATTRESS	PCT/JUSYS/11785	9/13/95				
SIDC-047	Russian Foderation	980058	8	*	MULTIPLE FIRMNESS MATTRESS	97120508	9/15/95			9/15/17	
SDC-047	United States of America 980038	980038	300	05 <b>4</b>	MULTIPLE FIRMNRSS MATTRESS	08/438188	5/10/95				Multiple Firmwess

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United States of America 980058	United States of América 980058	United States of America 980058	Russian Pederation	Poland	Patent Cooperation Treat 980038	Mexico	Korea, South	Іцеа	CountryName
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Chailed	CountryName	CAM Number		ادا	Thite	ApplNamber	Padale	PatNumber	Indute		Bapilate
SBC-050	Argentos	910051	400 116		IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P970104139	9/1097				9/10/17
SBC-050	India	980038	400 118		IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	2545/00/197	9/11/97				
80C-030	brael	980058	400	117	IMPROVED METTIOD AND APPARATUS FOR FORMING STRINGS OP POCKETED SPRINGS	[2172]	9/8/97				9/8/17
SBC-050	Malaysia	980058	400	22	INGROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	<b>P</b> 19704 196	9/10/97				
SBC0J0	Palent Cooperation Treat 910051	real 980058	400	12)	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PCT/U897/15303	9/8/97				·
SBC-030	South Africa	850086	400	119	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	97/8142	9/10/97	97/	97/8142	8142 5/27/98	
8BC-030	Thailand	980058	· <b>100</b>	121	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	039331	9/10/97				910/17
SBC-050	United States of America 980038	erica 980038	300	89	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OP POCKETED SPRINGS	08/711484	9/10/96	ب	5749133	749133 S/129 <b>8</b>	

Chairef SBC-059	Country/Name Venuzuela	CAM Number	6	120	THE  INTROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	ApplNuraber	Fide	PatNumber	11 11	Iso Dade	IsaDade KupDake
SBC-051	Argentina	980058	400 1	124	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	970104140		9/10/97	9/10/97	9/10/97	9/10/97 9/10/17
SBCOSI	iraei	980058	100	125	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	121722		9/8/97	918/97	918/97	9/8/97 9/8/17
SBC-051	Malaysia	980038	400	127	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	P19704199		9/10/97	9/10/97	9/10/97	9/10/97
SBC-051	Patent Cooperation Treat 980058	1 980058	400	128	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	PCT/US97/15801	7/15801	7/15801 9/8/97			
SBC-051	South Africa	980058	<b>1</b> 00	176	APPARATUS FOR MATTRESS UNDERSPRING CONSTRUCTION	97/8147		9/10/97	9/10/97 97/8147		97/2147
SDC-051	United States of America 980058	¥ 980058	300	8	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	5 08/711540	5	0 9/10/96		9/10/96	9/10/96 5746877
SBC-032	Argentina	980058	400	176	METHOD AND APPARATUS FOR MANUPACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	P980102549	1549	2549 6/1/98			
\$BC-032	Behama Islands	920058	<b>4</b> 00	178	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	_					
8DC-037	Bangledesh	980058	400	מדו	METIOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	s 77.9 <b>1</b>	•	67298	6/2/98	672198	6/12/98

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SBC-052	India	980038	<b>10</b>	197	METIOD AND APPATATUS FOR MANIFACTURING A LENGTH OF CONNECTED COIL SPRINGS	1472/DeV98	86119	·			
SBC-037	Maluysia	980058	8	=	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	P19802633	6/13/98				
SBC-052	Panama	980058	80	2	METIOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	84323	6/1/98				
8HC-057	Patent Cooperation Trust 980058	\$ \$800\$	8	192	METHOD AND APPARATHS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	PCT/U398/11353	512 <b>9/98</b>				
8BC-052	Peru	980038	<b>1</b> 00	190	METHOD AND APPARATUS FOR A LENGTH OF CONNECTED POCKETED CUIL SPRINGS	. 42	6/1/98				
8BC-032	Philippinea	980058	400	59	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS		86/1/9				
8BC-052	South Africa	980058	400	193	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	92/4692	861179				
8BC-057	Taiwan	980058	<b>\$</b>	54	METHOD AND APPARATUS FOR MANUPACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	87108377	6/16/98				•

SBC-019	SBC-037	SBC-036	SBC-055	8BC-033	SDC-054	8BC-053	880.053	3BC-052	8BC-052	8BC-012	ChemRet
United States of America 980038	United States of America 980058	United States of Agretica 980058	United States of America 980058	Pateri Cooperation Treat 980058	United States of America 980058	United States of America 980058	Palent Cooperation Treat 980058	Venezuela 980	United States of Assistica 980038	Thalland 980058	CountryNums CA
980038	980058	<b>\$</b> 005 <b>8</b>	8008	10051	0058	8008	005 <b>8</b>	980058	038	) <b>38</b>	CAM Number
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Annex E: Trademarks

Country	Trademark Re	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	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."

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WHITH	1,030,907	11-300-91		10-Jea-07	=	MAISTERS	MT FILES 0/21/91		14/100,231
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## **ARTICLE VI**

# SPECIAL PROVISIONS REGARDING SECURITY COLLATERAL

- 6.1 <u>Voting Rights: Dividends: Etc.</u> (a) So long as no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become an Event of Default shall have occurred and be continuing:
  - (i) Each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Security Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or any other Credit Document.
  - (ii) The Grantors shall be entitled to receive and retain any and all dividends and interest paid in respect of the Security Collateral, provided, however, that any and all
    - (A) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral,
    - (B) dividends and other distributions paid or payable in cash in respect of any Security Collateral issued by Company in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and
    - (C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral issued by Company,

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

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

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

- (i) All rights of the Grantors (x) to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a)(i) shall, upon notice to such Grantor by the Administrative Agent, cease and (y) to receive the dividends and interest payments which such Grantors would otherwise be authorized to receive and retain pursuant to Section 6(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Administrative Agent who shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends and interest payments.
- (ii) All dividends and interest payments which are received by any Grantor contrary to the provisions of paragraph (i) of this Section 6.1(b) shall be received in trust for the benefit of the Administrative Agent for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent as Security Collateral in the same form as so received (with any necessary indorsement).
- 6.2 Additional Shares. Each Grantor agrees that it will (i) cause each issuer of the Pledged Shares that is a Subsidiary of Holdings not to issue any stock or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to such Grantor and (ii) immediately upon its acquisition (directly or indirectly) thereof, deliver to the Administrative Agent as additional security hereunder any and all additional shares of stock or other securities of each issuer of the Pledged Shares.

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#### ARTICLE VII

## COLLATERAL ACCOUNT

- 7.1 Collateral Account. There is hereby established with the Administrative Agent the Collateral Account. The Collateral Account shall be under the sole and exclusive dominion and control of the Administrative Agent and no Grantor shall have any rights with respect to the Collateral Account except as specifically set forth below with regard to determination of the nature of investments to be made with amounts credited to the Collateral Account. Without limiting the generality of the foregoing, no Grantor shall have any right of withdrawal or transfer from the Collateral Account.
- 7.2 Deposit of Proceeds. There shall be deposited in the Collateral Account from time to time the cash proceeds (as defined in Section 9-306(1) of the UCC) of any of the Collateral (including insurance proceeds thereon) required to be delivered to the Administrative Agent pursuant hereto. All amounts and investments and other items credited to the Collateral Account from time to time shall constitute Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified herein.
- 7.3 Investment of Balance in Collateral Account. Amounts credited to the Collateral Account shall be invested from time to time in such Permitted Investments as the Borrower (or, after the occurrence and during the continuance of a Default or Event of Default, the Administrative Agent) shall determine, which Permitted Investments shall be held in the name and be under the control of the Administrative Agent for the benefit of the Secured Parties.

#### ARTICLE VIII

## POWER OF ATTORNEY

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

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

- (i) at any time when any Event of Default shall have occurred and be continuing, in the name of such Grantor or its own name, or otherwise, (A) to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral; (B) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; and (C) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;
- (ii) to prepare, sign and file any Uniform Commercial Code financing statements in the name of such Grantor as debtor;
- (iii) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as such Grantor;
- (iv) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, actions to pay or discharge taxes and Liens (other than Permitted Liens) levied or placed on or threatened against the Collateral, to effect any repairs or obtain any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;
- (v) upon the occurrence and during the continuance of any Event of Default (A) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (D) to settle, compromise or adjust any

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

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

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

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

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

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## ARTICLE IX

## REMEDIES; RIGHTS UPON DEFAULT

- 9.1 Rights and Remedies Generally. If an Event of Default shall occur and be continuing, then and in every such case, the Administrative Agent shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws or in equity, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in this Agreements and all the rights set forth with respect to the Collateral or this Agreement in any other agreement between the parties. No enumeration of rights in this Article or elsewhere in this Agreement or in any related document or other agreement shall be deemed to in any way limit the rights of the Administrative Agent as described in this Article.
- 9.2 Collection of Receivables and other Proceeds. If an Event of Default shall occur and be continuing, in addition to the rights of the Administrative Agent for the benefit of the Secured Parties specified in Section 5.3 with respect to the collection of Receivables and Contracts, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall forthwith upon receipt by the Grantor, be turned over to the Administrative Agent, in the same form received by such Grantor (appropriately indorsed or assigned by such Grantor to the order of the Administrative Agent or in such other manner as shall be satisfactory to the Administrative Agent) for deposit into the Collateral Account.
- 9.3 Collateral Account. If an Event of Default shall occur and be continuing, the Administrative Agent may liquidate any securities credited to the Collateral Account (including any Permitted Investments) and apply the proceeds thereof and any other amounts credited to the Collateral Account to the Secured Obligations (whether matured or unmatured) in such order as the Administrative Agent may elect. Any balance of such Proceeds remaining after the Secured Obligations have been paid and performed in full, all Letters of Credit have expired, been terminated or returned to the issuer thereof undrawn upon and the Commitments shall have been terminated shall be paid over to the Borrower on behalf of the Grantors or to whomsoever may lawfully be entitled to receive the same or as a court of competent jurisdiction may direct.
- 9.4 <u>Possession of Collateral</u>. If an Event of Default shall occur and be continuing,

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- (a) the Administrative Agent may, personally or by agents or attorneys, immediately retake possession of the Collateral (including the originals of all or any Receivables, Receivables Records) or any part thereof, from any of the Grantors or any other Person who then has possession of any part thereof with or without notice or judicial process, and for that purpose may enter upon any of the Grantors' premises where any of the Collateral is located and remove the same and may use in connection with such removal any and all services, supplies, aids and other facilities of such Grantors; and
- (b) upon five (5) days' notice to a Grantor, such Grantor shall, at its own expense, assemble the Collateral, including, without limitation, the originals of all Receivables Records (or from time to time any portion thereof) and make it available to the Administrative Agent at any place or places designated by the Administrative Agent which is reasonably convenient to both parties, whether at such Grantor's or the Administrative Agent's premises or elsewhere. Such Grantor, shall at its sole expense, store and keep any Collateral so assembled at such place or places pending further action by the Administrative Agent and while the Collateral shall be so stored and kept, shall provide such services as shall be necessary to protect the same and to preserve and maintain the Collateral in good condition.
- (c) When Collateral is in the Administrative Agent's possession, (i) each Grantor shall pay (or reimburse the Administrative Agent on demand for) all reasonable expenses (including the cost of any insurance and payment of taxes or other charges) incurred in the custody, preservation, use or operation of the Collateral, and the obligation to reimburse all such expenses shall be secured hereby and (ii) the risk of accidental loss or damage shall be on such Grantor to the extent of any deficiency in any effective insurance coverage.
- 9.5 <u>Disposition of the Collateral</u>. If an Event of Default shall occur and be continuing, the Administrative Agent may sell, assign, lease, license (on an exclusive or non-exclusive basis) give an option or options to purchase or otherwise dispose of the Collateral (or contract to do any of the foregoing) under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, at public or private sale or sales, conducted by any officer, nominee or agent of, or auctioneer or attorney for the Administrative Agent at any location of any third party conducting or otherwise involved in such sale or any office of the Administrative Agent or elsewhere and in general in such manner, at such time or times and upon such terms and conditions and at such price as it may consider commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent may in its sole discretion restrict prospective bidders as to their number, nature of their business and investment intention. Any of the Collateral may be sold, leased, assigned or options or contracts entered to do so, or otherwise disposed

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

- 9.6 Recourse. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Secured Obligations. Each Grantor shall also be liable for all expenses of the Administrative Agent incurred in connection with collecting such deficiency, including, without limitation, the fees and disbursements of any attorneys employed by the Administrative Agent or the Secured Parties to collect such deficiency.
- 9.7 Intellectual Property License. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article IX. each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, to the extent it has the right to do so, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks.
- 9.8 Expenses: Attorneys Fees. Each Grantor shall reimburse the Administrative Agent for all its expenses in connection with the exercise of its rights hereunder, including without limitation all reasonable attorneys' fees and legal expenses incurred by the Administrative Agent or any Secured Party.
- 9.9 <u>Application of Proceeds</u>. The proceeds of any disposition of Collateral shall be applied as follows:
- (a) to the payment of any and all expenses and fees (including reasonable attorneys' fees and disbursements) incurred by the Administrative Agent in

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

- (b) to the satisfaction of the Secured Obligations in accordance with Section 2.15 of the Credit Agreement;
- (c) any other payment of any amount required to be paid by the Administrative Agent by law;
- (d) the satisfaction of indebtedness secured by any subordinate security interest in the Collateral if written notification of demand therefor is received before distribution of the proceeds is completed, but only to the extent of the proceeds undistributed when such notification is received; and
- (e) upon termination of the Commitments and the expiration, cancellation or return to the issuer thereof undrawn upon of any letters of credit, to the Borrower on behalf of the Grantors or as a court of competent jurisdiction may direct.
- 9.10 <u>Limitation on Duties Regarding Preservation of Collateral</u>. (a) The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account.
- (b) The Administrative Agent shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.
- (c) Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.
- 9.11 Waiver of Claims. Except as otherwise provided in this Agreement, EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE ADMINISTRATIVE AGENT'S TAKING POSSESSION OR THE ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR

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

- (a) all damages occasioned by such taking of possession except any damages which are the direct result of the Administrative Agent's gross negligence or willful misconduct;
- (b) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Administrative Agent's rights hereunder;
- (c) demand of performance or other demand, notice of intent to demand or accelerate, notice of acceleration presentment, protest, advertisement or notice of any kind to or upon any Grantor or any other Person; and
- (d) all rights of redemption, appraisement, valuation, diligence, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement, the absolute sale of the Collateral or any portion thereof and such Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.
- 9.12 <u>Discontinuance of Proceedings</u>. In case the Administrative Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Administrative Agent's, then and in every such case each Grantor and the Administrative Agent shall be returned to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Administrative Agent shall continue as if no such proceeding had been instituted except to the extent such rights, remedies or powers were affected by the proceedings which were discontinued or abandoned.

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#### ARTICLE X

#### INDEMNITY

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

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

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

- (c) Without limiting the application of clauses (a) or (b) of this Section, each Grantor agrees to pay, indemnify and hold each Indemnitee harmless from and against any expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by any Grantor in this Agreement or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement.
- (d) If and to the extent that the obligations of any Grantor under this Section are unenforceable for any reason, each Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.
- 10.2 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 <u>Submission to Jurisdiction</u>. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Each Grantor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Grantor at its address set forth under its signature below. Each Grantor hereby

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

- 11.3 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTORS AND THE 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.
- 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 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent, all future holders of the Secured Obligations and their respective successors and assigns, except that no Grantor

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

- Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument which (i) is executed by the Grantors and the Administrative Agent and (ii) is otherwise made in accordance with the Credit Agreement, provided that any provision of this Agreement may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. Any such amendment, supplement, modification or waiver shall be binding upon each Grantor and the Administrative Agent and all future holders of the Secured Obligations. In the case of any waiver, each Grantor, the Administrative Agent and the Secured Parties shall be restored to their former position and rights hereunder and under the outstanding Secured Obligations, and any Default or Event of Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.
- 11.8 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent in exercising any right, power or privilege hereunder and no course of dealing between any of the Grantors and the Administrative Agent shall operate as a waiver thereof; nor shall any single or partial exercise of any right; power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative may be exercised singly or concurrently and as often and in such order as the Administrative Agent deems expedient and are not exclusive of any rights or remedies which the Administrative Agent would otherwise have whether by agreement or now or hereafter existing under applicable law. No notice to or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent to any other or further action in any circumstances without notice or demand.
- 11.9 <u>Termination: Release</u>. When the Secured Obligations have been indefeasibly paid and performed in full and after termination of the Commitment and the expiration, cancellation or return to the issuer thereof of all Letters of Credit, this Agreement shall terminate, and the Administrative Agent, at the request and sole expense of the Grantors, will execute and deliver to the Grantors the proper instruments (including Uniform Commercial Code termination statements) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to the Grantors,

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

- 11.10 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 <u>Effectiveness</u>. This Agreement shall become effective on the date on which each Grantor shall have signed a counterpart hereof and shall have delivered the same to the Administrative Agent.
- 11.12 <u>Headings Descriptive</u>. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.
- Agreement or the Secured Obligations shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 11.14 <u>Survival</u>. All indemnities set forth herein shall survive the execution and delivery of this Agreement and the making and repayment of the Secured Obligations.
- 11.15 <u>Powers Coupled with an Interest</u>. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.
- that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and such Grantor, the Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and such Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

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

SIMMONS,COMPANY

None

Name:

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

None

Name:

JONATHAN C. DAIKER

**Executive Vice - President** 

Chief Financial Officer

**Notice Address:** 

One Concourse Parkway, Suite 600

Atlanta, GA 30328

Att: Jonathan C. Daiker

Telecopy: 770-392-2608

SIMMONS INTERNATIONAL HOLDING COMPANY, INC.

Name

JONATHAN C. DAIKER

Executive Vice - President

Notice Address: Chief Financial Officer

One Concourse Parkway, Suite 600

Atlanta, GA 30328

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

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UBS A.G., STAMFORD BRANCH,

as Administrative Agent

By.

Name: Michael & Cerminaro

Title:

Director
Leveraged Finance

By

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

Notice Address:

677 Washington Blvd., 8th Floor

Stamford, CT 06901 Att: Lara Kavanagh

Telecopy: 203-719-4176

# SCHEDULE I

# Security Collateral

## PART I

## Pledged Stock

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

# PART II

# Pledged Notes

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

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# SCHEDULE II LOCATIONS OF EQUIPMENT AND INVENTORY

## Locations of Equipment

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

  Crossroads Corporate Center #1

  1130 South 3800 West

  Salt Lake City, UT 84104

- Atlanta, Georgia
   One Concourse Parkway
   Suite 600
   Atlanta, GA 30328
   (hereinafter "Corporate HQ")
- Seattle Plant, Auburn, Washington
   425 C St. Northwest
   Auburn, WA 98002
- Fredericksburg, Virginia9601 Cosner DriveFredericksburg VA 22408
- Phoenix Plant, Tolleson, Arizona
   101 North 104th Avenue, Suite A
   Tolleson, AZ 85353
- 10. Charlotte, North Carolina5100 West W.T. Harris Blvd.Charlotte, NC 28269-1898
- 12. Los Angeles Plant, Compton/Harbor City, California20100 South Alameda StreetCompton, CA 90220

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

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

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## SCHEDULE III

## LOCATIONS OF CHIEF EXECUTIVE OFFICES

## Locations of Chief Executive Offices

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

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## SCHEDULE IV

## Intellectual Property

## ITEM A: COPYRIGHTS

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

## ITEM B: COPYRIGHT LICENSES

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

## **ITEM C: PATENTS**

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

## ITEM D: PATENT LICENSES

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

## **ITEM E: TRADEMARKS**

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

## ITEM F: TRADEMARK LICENSES

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

## ITEM G: TRADE SECRET LICENSES

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

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## Annex A

# Copyrights

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

The Physical Fitness Mattress

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

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REEL: 002557 FRAME: 0429

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

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

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

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

## 1. Other Material Agreements:

- 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:

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

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

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

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

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

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

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Annex C Patents

1. Canada

UPHOLSTERY COIL
TRANSFER
MECHANISM

Country

Title

Patent Number

1128082

Issue Date

7/20/82

Owner

Simmons Company

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

**REEL: 002557 FRAME: 0436** 

SBC-003	3BC-002	\$BC-901	\$BC-001	8BC-001	8BC-001	SDC-001	SBC-001	SDC-001	ClicatRef
United States of America 910051	United States of America 980058	Verkzvela	United States of America 910051	United Kingdom	Japan	italy	Canada	Australia	CountryNesse
aica 910051	rica 980058	980058	ica 980058	980058	980058	980038	920038	9\$00\$8	CAM Number
J00	300	<b>*</b> 00	300	8	400	60	400	\$	3
8	89	036	002	050	3	033	910	007	
ADJUSTABLE PIRMNESS MATTRESS PILLOW TOP	REINFORCED DOX SPRING FRAME	POCKETED SPRJING ASSEMBLY	POCKETED SPRING ASSEMBLY	POCKETED STRING ASSEMBLY	POCKETED SPRING ASSEMBLY	POCKETED SPRING ASSEMBLY	POCKETED SPRING ASSENBLY	POCKETED SPRING ASSEMBLY	Tide
276133	123261	40480	072067	205062	34677INO	48051/80	345913	3645780	ApplNumber
6/22/81	2/1/80	08/81/C	3/19/79	2/14/80	08/11/L	2/28/80	2/19/80	3/14/80	POTAL:
4424600	4399573	42739	4214984	2044609	1276351	1127369	1127780	539650	PalNumber
1/10/14	8/23/83		11/23/80	470M3	E/16/85	3/21/186	7/13/82	מממ	InsDale
6/21/01	\$/23/00	<b>U</b> 2695	3/19/99	2/14/00	12/13/91	2/21/00	7/13/99	3/14/90	EspDate
inflatable Cushione Beneath P.T.	"L" Brace Dox Spring France		Original Contourlex Construction		Expired for non-payment of 8th year annuity				Remarks

Simmons Company-Foreign and Domestic

			$\parallel$			<b>Ag</b>	ApplNumba	Pullinde	PalNumber	[sa]Dwle	EspDate	Reparks
CheniRef	CountryName	CAM Number	1	$\ $	7104	140	$\parallel$	-		702084	672/01	Air Bod Cortaining Air
19C-004	United States of America 980058		300	005	AIR BED ARRANGEMENT	WENT 275958		18/22/9	435864	1000		Compressor
SBC-005	Audralia	980038	\$	2	POCKETED BPRING ABSEMBLY APPARATUS		8130082	3/11/82	331487	1/23/85	3/11/90	
8BC-005	Menico	980058	\$	040		NBLY 17REST	•					No information was receive fee this application; Mr. Gorzakz is checking pulest office records for titls
8DC-005	United States of America 980058	980058	300	906	6 POCKETED SPRING ASSEMBLY APPARATUS	SOLV	323574	11/20/11	4451946	6/3/84	11/20/01	Cloverical - Ultrasonic Wested IVR Construction Varying Weild League to Adjust 2 Rows if Coil & Stabilize in a Cloverical
3BC-005	Venezuelt	980058	8	037	)7 POCKETED SPRING ASSEMBLY APPARATUS	STE	41082	3/10/82	45056		3/26/97	·
SBC-006	Deszil	98005\$	100	0 010	10 METHOD AND APPARATUS FOR MAKING A SERIUS OF POCKETED COIL SPRINGS	Paratus Eries of			P17802802	12/12/78	12/12/93	
8DC-006	Canada	980038	400		014 METHOD AND APPARATUS FOR MAKING A SERIES OF FOCKFETED COIL SFRINGS		302195	4/28/78	1083597	9/16/80	9/16/97	
SDC-006	France	980058	*	65	027 METHOD AND APPARATUS FOR MAKING A SERIES OF FOCKETED COIL SPRINGS	PFARATUS SERIES OF	7813120	SOM	2389573	11/25/83	86/05	
SBC-006	i v v v v v v v v v v v v v v v v v v v	980058		8	032 METHOD AND APPARATUS FOR MAKING A SHRIES OF POCKETED COIL SPRINGS	NPPARATUS SHRIES OF L	49181A78	son:	1102346	10/7/85	8605	

Clear	CountryName	CAM Number			Title	ApplNumber	FUDale	PalNumber	InDute	ExpDete	Remarks
\$BC006	Mexico	920038	8	942	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	173347	3/4/78	147071	9/30/87	9/30/92	
SBC-006	United States of America 980058	980038	38	007	METHOD AND APPARATUS FOR MAXING A SERIES OF POCKETED COIL SPRINGS	284240	JISM7	4439977	4/3/24	19.5	Uhrusonic Pocket Machine
SBC-007	Alfonia	980038	100	002	APPARATUS FOR MAKING ASSEMBLIES OP POCKETED SPRINGS	211611	3/9/82	27763	12/20/82	12/30/97	
9BC-007	Carada	850086	6	017	APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	397717	3/8/82	1179490	12/11/84	12/18/01	·
8BC-007	Емгорем Ракен Обісь	980058	8	2	APPARATUS FOR MAKING ASSEMBLIBS OF POCKETED SPRINGS	82301251.3	3/11/82	0060146	17786	3/11/91	Switzerland, West Germany, France, United Kingdom and Italy, Lapsed for failure to pay 1991 annuities
SBC-007	United States of America 980058	# 56m86 #	300	908	AFPARATUS FOR MAKING ASSEMBLIES OF POCKETBD SPRINGS	343892	1/29/82	4401501	E#10C/B	3/11/01	Contourllex Machine - Ultratonic Assembly of P.C. Construction
SBC-008	United States of America 980038	ca 980038	300	99	THERNALLY CONTROLLABLE HEATING MAITRESS	275960	612781	4423308	12/27/83	6/22/01	Thermally Controllable Healing Machine
8BC-009	Jepan	. 920058	8	400 · 072	2 MATTRESS	37-107516	612182			かしんか3	
SBC-009	United States of America 980058	ica 980058	300	0.00	0 DED MATTRESS HAVING AN IMPROVED PILLOW TOP	1 275955	6/2/81	4449261	52204	6/22/01	Removable Core & Ciemiai Reversible Top Mattress Covering

CheatRef	Country/Nume	CAN Number	1		Title	ApplNumber	Fillate	PatNumber	IseDate	ExpDate	Remarks
SHC-010	United States of America 980058	920058	300	91	INDEPENDENT BLOCK ASSEMBLY OF SPRINGS	419369	9/17/82	4523144	6/18/85	9/17/02	Cloveries Assembly of Pocketed Coils
8BC-011	United States of America 980058	980038	200	012	STADULIZED MATTRESS BORDER	467343	2/17/83	4462129	7/31/84	ואמנו	B/R 2 Coil Pockeded Coil; 1 agest 7/3 1/97 for non- payment of maintenance for
8BC-012	United States of America 980058	980058	300	013	COIL SPRING CONSTRUCTION 482759	482759	47/83	4485506	12474	47103	Foam Stabilized Pocketed Coil Construction
SBC-013	United States of America 980058	980058	300	014	BOXSFRING HAVING COIL COMPRESSION STOPS	312099	7/\$/83	4519107	3/28/85	7/2/03	Contract Box Spring
EBC014	Cayada	980038	8	019	ULTRASONIC SEPARATION APPARATUS	466149	11/1/84	1220712	4/21/87	4/21/04	
819C-014	European Patent Office	980058	<b>\$</b> 00	024	ULTRASUNIC SEPARATION AFFARATUS	84303338.2	5/17/84	0144114	4/13/88	5/17/0 <del>4</del>	Helpium, Switzerland, Germany, France, United Kingdom, Haly, Netherlands, Haly
8bC-014	Јармя	980058	8	040	UI.TRASONIC SEPARATION APPARATUS	39134042	6/28/14	1593408	12/27/90	6/28/04	
9BC-014	United States of America 980058	980058	300	013	Ultrasonic Separation Apparatus	548053	11/2/63	4491491	<b>1/1/85</b>	11/2/03	Counter Out-Off Ultrasonic Knife System
spc-013	Australia	980038	8	. 90	INNERSTRING CONSTRUCTION	J3535/84	9726184	377345	373/89	9/26/04	
SBC-013	Bolgium	980058	400	215	CONSTRUCTION	84306855.2	11/6/01	0154076	4/18/90	10/9/04	
3BC-015	Canada	980038	6	013	CONSTRUCTION	464467	10/2/84	1220289	47187	47/04	

SBC-015	8BC-015	SBC-015	8BC-015	8BC-015	8BC-015	8BC013	SBC-015	8BC-015	SBC-015	SBC-015	8BC015	Charler
United States of America 980038	United Kingdom	S Paris	Spala	Netherlands	Мелісо	Luxembourg	Japan	Raty	Germany	France	European Palent Office	CountryName
980058	10001	980058	98003	150086	980058	980038	980058	980038	980058	980058	\$500\$6	CAM Number
300	<b>\$</b>	8	8	\$	<b>\$</b>	è	\$	\$	400	ŧ	<b>4</b> 00	
910	220	04	947	218	ĩ	22)	8	217	219	216	22	
INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	INVERSPRING CONSTRUCTION	INNERSPRING CONSTRUCTION	Twie
316167	84306855.2	5513782	541.116/5	84306855.2	204334	84306855.2	\$ <del>9-</del> 2}}047	#4306#53.2	84306855.2	\$4306855.2	843068532	ApplNamber
3/9/84	10/9/64	1/29/86	3/8/83	10/9/84	2/14/85	10/9/84	11/3/84	10/9/84	10/9/84	1009/11	10/9/84	FWDda
4578834	0154076	35117872	541.116/5	0134076	163213	0154076		0154076	341961-1	0154076	0134076	PalNumber
4/1/86	4/18/90	8/14/86	3/3/86	4/18/90	3/10/92	4/11/90		4/18/90	4/11/90	4/1 1/90	4/18/96	La Dale
3/9/04		1/29/06	3/5/06		2/1 4/05		8/29/90	10/9/04		10/9/04	10/9/04	RapDate
IIMB Construction (Strings Glued Together)					Next set of arminies due in 2001						Bolgium, Germany, France, U.K., Italy, Lusembourg, Nedverlanda	Reservice

O Link	Commervione	CAM Number			Tute	ApplNumber	FODate	PatNumber	(seDale	ExpDate	Renurlo
SBC-016	Ameralia	920058	60	8	METHOD AND APPARATUS FOR MANUPACTURING INNERSPRING	4731E/85	9/10/85	382187	7/28/89	9/10/05	
8BC-016	Austria	940058	8	09	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	A20 <b>416</b>	1/21/86	396100	3/25/93	12206	
SBC016	Belgium	980058	<b>.</b>	161	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING	85301642.6	3/8/45	9516510	7/4/90	3/2/03	
8BC-016	Canada	930058	9	015	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	4811118	3/9/83	1234683	4/5/88	4/3/03	
SDC-016	European Palani Offica	910038	8	022	METIOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	85301642.6	3/8/85	0153158	7/4/90	3/1/05	Belgium, Germany, Fra U.K., Italy, Luxemburg, Netherlands
SBC-016	France	9800058	•	163	METHOD AND APPARATUS FOR MANIFACTURING ENDERSPRING CONSTRUCTION	#3301642.6	3/8/125	0155118	7/4/90	)A/05	
SDC-016	Сетталу .	980058	8	162	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	<b>8</b> 5301642.6	3/8/85	3578503	714190	3/8/05	·
SBC-016	luly	980058	400	0 165	METHOD AND APPARATUS FOR MANUPACTURING INNERSTRING CONSTRUCTION	£5301642.6	318/85	. 0153138	7/4/90	JAVOS	

TRADEMARK
RECORDED: 09/19/2002 REEL: 002557 FRAME: 0442