

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Memorandum of Termination of Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caye Upholstery, LLC (successor Simmons Upholstered Furniture, Inc.)		06/28/2008	LIMITED LIABILITY COMPANY: MISSISSIPPI

**RECEIVING PARTY DATA**

<b>Name:</b>	Dreamwell, Ltd. (successor Simmons Company)
<b>Street Address:</b>	2215-B Renaissance Drive, Suite 12
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89119
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	0532319	SIMMONS
Registration Number:	0522187	HIDE-A-BED
Registration Number:	0512535	BEAUTYREST
Registration Number:	1556867	GOLDEN VALUE
Registration Number:	0970738	MAXIPEDIC
Registration Number:	1359240	CONTOUR-FLEX
Registration Number:	0787168	SIMCREST
Registration Number:	0602721	BEAUTYREST
Registration Number:	0207821	BEAUTYREST
Registration Number:	0513422	ROYALTY
Registration Number:	0525695	DUCHESS
Registration Number:	0518793	DEEPSLEEP
Registration Number:	0522272	REGENCY

**CH \$440.00 0532319**

Registration Number:	0548280	SIMMONS
Registration Number:	0524621	SLUMBER TIME
Registration Number:	0512547	WESTMINSTER
Registration Number:	0621296	BEAUTYREST

**CORRESPONDENCE DATA**

Fax Number: (617)951-7050  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617 951-7984  
Email: erin.dugan@ropesgray.com  
Correspondent Name: Edward G. Black, Esq., Ropes & Gray LLP  
Address Line 1: One International Place  
Address Line 4: boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	SMCY-GIP-001
NAME OF SUBMITTER:	Edward G. Black, Esq.
Signature:	/edward black/
Date:	11/25/2008

**Total Attachments: 6**

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## MEMORANDUM OF TERMINATION OF INTEREST

Dreamwell, Ltd, ("Dreamwell") hereby notes and records the termination of the previously recorded license interest described below.

WHEREAS on July 13, 1990, Simmons Upholstered Furniture, Inc. ("Simmons Upholstery") entered into a collection of related trademark and trade name license agreements (the "Original Agreements") with Simmons Company ("Simmons") granting Simmons Upholstery certain rights under and pertaining to, among other interests, the intellectual property assets described in Exhibit A to this Memorandum;

WHEREAS, the Original Agreements were, after their formation, partially or entirely recorded against the assets described in Exhibit A;

WHEREAS, during the period from 1990 up to and including 2003, the Original Agreements were periodically amended and restated, such amendments and restatements resulting in the Trademark and Trade Name License Agreement effective January 1, 2003, which succeeded and replaced the Original Agreements (the "Successor Agreement");

WHEREAS, subsequent to the Original Agreements and prior to the effective date of the Successor Agreement, Simmons was re-organized and Dreamwell succeeded to the interests of Simmons under the Original Agreements and became the licensor and a party to the Successor Agreement;

WHEREAS, subsequent to the Original Agreements and prior to the effective date of the Successor Agreement, Simmons Upholstery was re-organized and reformed, including the transfer of the business through a bankruptcy proceeding, and Caye Upholstery, LLC ("Caye") succeeded to the interest of Simmons Upholstery and became licensee and a party to the Successor Agreement; and,

WHEREAS, effective June 26, 2008, Dreamwell and Caye entered into the Termination of License Agreement, (the "Termination Agreement") attached hereto as Exhibit B, intending by such Termination Agreement to terminate fully and completely the license relationship that had commenced with the Original Agreements and survived through various amendments, restatements, and re-organizations of the parties up to and through the Successor Agreement.

NOW THEREFORE, Dreamwell duly records this Memorandum of Termination of Interest, describing the termination of the previously recorded Original Agreements and attaching and recording the Termination Agreement set forth in Exhibit B against the intellectual property rights and assets set forth in Exhibit A.

Trademarks Subject to License in Favor of Simmons Upholstered Furniture, Inc.

1. TRADEMARK NUMBER: 0532319 [Simmons]
2. TRADEMARK NUMBER: 0522187 [Hide-a-Bed (stylized)]
3. TRADEMARK NUMBER: 0512535 [Beautyrest]
4. TRADEMARK NUMBER: 1556867 [Golden Value]
5. TRADEMARK NUMBER: 0970738 [Maxipedic]
6. TRADEMARK NUMBER: 1359240 [Contour-Flex]
7. TRADEMARK NUMBER: 0787168 [Simcrest]
8. TRADEMARK NUMBER: 0602721 [Beautyrest]
9. TRADEMARK NUMBER: 0207821 [Beautyrest]
10. TRADEMARK NUMBER: 0513422 [Royalty]
11. TRADEMARK NUMBER: 0525695 [Duchess]
12. TRADEMARK NUMBER: 0518793 [Deepsleep]
13. TRADEMARK NUMBER: 0522272 [Regency]
14. TRADEMARK NUMBER: 0548280 [Simmons]
15. TRADEMARK NUMBER: 0524621 [Slumber Time]
16. TRADEMARK NUMBER: 0512547 [Westminster]
17. TRADEMARK NUMBER: 0621296 [Beautyrest (stylized)]



## United States Patent and Trademark Office

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## Assignments on the Web &gt; Patent Query

## Patent Assignment Details

***NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.***Reel/Frame: 005418/0875

Pages: 4

Recorded: 08/13/1990

Conveyance: LICENSE (SEE DOCUMENT FOR DETAILS).

## Total properties: 17

Patent #	Issue Dt	Application #	Filing Dt
1 Patent #: <u>3847379</u> Title: SPRING COIL	Issue Dt: 11/12/1974	Application #: 05218842	Filing Dt: 01/18/1972
2 Patent #: <u>4051567</u> Title: MATTRESS/CUSHION SPRING	Issue Dt: 10/04/1977	Application #: 05622886	Filing Dt: 10/16/1975
3 Patent #: <u>4165808</u> Title:	Issue Dt:	Application #: 05829218	Filing Dt:
4 Patent #: <u>4234983</u> Title: THERMALLY WELDED SPRING POCKETS	Issue Dt: 11/25/1980	Application #: 05947545	Filing Dt: 10/02/1978
5 Patent #: <u>4234984</u> Title: POCKETED SPRING ASSEMBLY	Issue Dt: 11/25/1980	Application #: 06022067	Filing Dt: 03/19/1979
6 Patent #: <u>4408391</u> Title: CONDUCTOR INSERTION TOOL AND METHOD	Issue Dt: 10/11/1983	Application #: 06233983	Filing Dt: 02/12/1981
7 Patent #: <u>4439977</u> Title: METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	Issue Dt: 04/03/1984	Application #: 06284240	Filing Dt: 07/16/1981
8 Patent #: <u>4451946</u> Title: POCKETED SPRING ASSEMBLY	Issue Dt: 06/05/1984	Application #: 06323574	Filing Dt: 11/20/1981
9 Patent #: <u>4401501</u> Title: APPARATUS FOR MAKING ASSEMBLIES OF OCKETED SPRINGS	Issue Dt: 08/30/1983	Application #: 06343892	Filing Dt: 01/29/1982
10 Patent #: <u>4523344</u> Title: INDEPENDENT BLOCK ASSEMBLY OF SPRINGS	Issue Dt: 06/18/1985	Application #: 06419369	Filing Dt: 09/17/1982
11 Patent #: <u>4485506</u> Title: COIL SPRING CONSTRUCTION	Issue Dt: 12/04/1984	Application #: 06482759	Filing Dt: 04/07/1983
12 Patent #: <u>4491491</u> Title: ULTRASONIC SEPARATION APPARATUS	Issue Dt: 01/01/1985	Application #: 06548053	Filing Dt: 11/02/1983
13 Patent #: <u>4578834</u> Title: INNERSPRING CONSTRUCTION	Issue Dt: 04/01/1986	Application #: 06586867	Filing Dt: 03/09/1984
14 Patent #: <u>4565046</u> Title: APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	Issue Dt: 01/21/1986	Application #: 06685573	Filing Dt: 12/24/1984
15 Patent #: <u>4566926</u> Title: METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	Issue Dt: 01/28/1986	Application #: 06695311	Filing Dt: 01/28/1985
16 Patent #: <u>4854023</u> Title: METHOD FOR PROVIDING POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM	Issue Dt: 08/08/1989	Application #: 07205920	Filing Dt: 06/13/1988
17 Patent #: <u>4986518</u> Title: POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM	Issue Dt: 01/22/1991	Application #: 07354482	Filing Dt: 05/19/1989

## Assignor

1 SIMMONS COMPANY

Exec Dt: 07/13/1990

**Assignee**

**1** SIMMONS UPHOLSTERED FURNITURE INC.  
1314 HANLEY INDUSTRIAL COURT, A CORP. OF DE  
ST. LOUIS, MISSOURI 63144-1991

**Correspondence name and address**

WILLIAM G. BRUNS  
GRAVELY, LIEDER & WOODRUFF  
705 OLIVE STREET  
ST. LOUIS, MO 63119

Search Results as of: 11/25/2008 10:02 AM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.  
Web interface last modified: October 18, 2008 v.2.0.2

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## TERMINATION OF LICENSE AGREEMENT

THIS AGREEMENT is entered into and effective as of the 26th day of June 2008 ("Effective Date") by and between DREAMWELL, LTD., a Nevada limited liability company having its principal offices at 2215-B Renaissance Dr., Suite 12, Las Vegas, NV 89119 ("Licensor") and Caye Upholstery, LLC, a Mississippi limited liability company having its principal offices at 1201 W. Bankhead Street, New Albany, MS 38652 ("Licensee")

WHEREAS, pursuant to the Trademark and Trade Name License Agreement effective January 1, 2003 ("License Agreement") between Licensor and Licensee, Licensor granted a license to Licensee for the use of certain trademarks on or in connection with certain products;

WHEREAS, all capitalized terms not defined herein shall have the meaning defined in the License Agreement;

AND WHEREAS, Licensor and Licensee now wish to terminate the License Agreement and agree as follows;

NOW, THEREFORE, in consideration of the mutual agreement contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The License Agreement shall terminate as of June 30, 2008, which shall be deemed the end of the "Term" and the end of the "Sixth Contract Year" as those terms are used in the Agreement.
2. Section 7(d) of the License Agreement is hereby amended to reduce the Annual Minimum Royalty for the Sixth Contract Year ("6<sup>th</sup> Year Minimum Royalty") from \$700,000 to \$450,000. Licensor acknowledges prior receipt of \$175,000 of the 6<sup>th</sup> Year Minimum Royalty. Notwithstanding anything set forth to the contrary in the License Agreement, the parties agree that the remaining \$275,000 of the 6<sup>th</sup> Year Minimum Royalty shall be paid by Licensee in two installments of \$137,500, with the first installment due on or before June 27, 2008, and the second installment due on or before July 31, 2008. Upon the payment of the sums set forth in this paragraph and a 3.0% royalty on Net Sales of Products sold during the Inventory Sell-Off Period, Licensee shall have no further Royalty payment obligations with respect to the 6<sup>th</sup> Contract Year. Payment shall be made via wire to the following account:

U.S. Bank  
2301 West Sahara Avenue  
Las Vegas, NV 89119

Account Name: Dreamwell, Ltd.  
Account Number: 153790554858

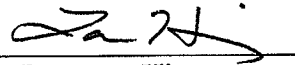
3. All provisions of the License Agreement that expressly survive the termination of the License Agreement or which extend past the end of the Term of the License Agreement (specifically including but not limited to provisions of paragraphs 7(c) Maintenance of Records, 8 Indemnification, 9 (d) Continuance of Use of Trademarks, and 12(a) Confidentiality shall survive, in accordance with their original terms, the termination of the License Agreement and the execution of this Agreement. However, paragraph 9(d) Continuance of Use of Trademarks is hereby amended to reduce the Inventory Sell-Off Period to a period of thirty-one (31) days ending on July 31, 2008. In addition to the 6<sup>th</sup> Year Minimum Royalty, Licensee agrees to pay Licensor a 3.0% royalty on Net Sales of Products sold during the Inventory Sell-Off Period.

4. The indemnification obligations of Licensee pursuant to paragraph 8(a) of the License Agreement apply to the lawsuit entitled Tracey Reynolds; James Snow, Plaintiffs v. William Schek; Raymond Shorey; Nicole Griffin; Eric Coburn; Katie Coburn; Simmons Bedding Company; Western Furniture; and Does 1 through 100, inclusive, Defendants., Case No M86195, pending in the Superior Court of the State of California, County of Monterey (the "Lawsuit"), if and to the extent, if at all, that such lawsuit involves Products that were manufactured, marketed, advertised, sold or distributed by Licensee.

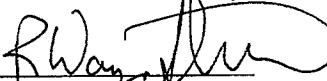
5. Except as specifically set forth herein, the terms of the License Agreement and any other agreement between Licensee and Licensor and/or their respective predecessors or affiliates are not modified hereby and remain in full force and effect according to their original terms.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

LICENSOR:  
DREAMWELL, LTD.

BY:   
Name: Lavonne Hing  
Title: Secretary and Controller

LICENSEE:  
CAYE UPHOLSTERY, LLC

By:   
Name: R. Wayne Stewart  
Title: Chief Financial Officer