

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Memorandum of Termination of Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caye Upholstery, LLC (successor in interest to Simmons Upholstered Furniture, Inc.)		06/28/2008	LIMITED LIABILITY COMPANY: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dreamwell, Ltd. (successor in interest to 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>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0283763	DEEP SLEEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617) 951-7021		
<b>Email:</b>	irina.braude@ropesgray.com, erin.dugan@ropesgray.com		
<b>Correspondent Name:</b>	Irina Braude, Esq. c/o Ropes & Gray LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	SMCY-148		
<b>NAME OF SUBMITTER:</b>	Irina Braude, Esq.		
<b>Signature:</b>	/irina braude/		

**CH \$40.00 0283763**

Date:

06/18/2009

**Total Attachments: 4**

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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.

**EXHIBIT A**

DEEP SLEEP , Registration No. 283,763, Registered 6/9/31  
U.S.S.N. 71/289,294, Filed 9/3/29

**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

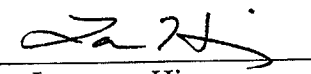
3. All provisions of the License Agreement that expressly survive the termination of the License Agreement or which extend past the end of the Term of the License Agreement (specifically including but not limited to provisions of paragraphs 7(c) Maintenance of Records, 8 Indemnification, 9 (d) Continuance 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.

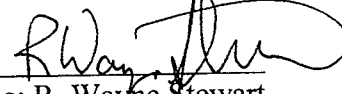
5. Except as specifically set forth herein, the terms of the License Agreement and any other agreement between Licensee and Licensor and/or their respective predecessors or affiliates are not modified hereby and remain in full force and effect according to their original terms.

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