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.ET **Y** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100906637 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): Name UBS A.G. Stamford Branch Simmons Company Internal Address: Street Address: 677 Washington Blvd., 8th Floor Association Individual(s) Limited Partnership General Partnership City: Stamford State: CT ZIP: 06901 Corporation-State Delaware Individual(s) citizenship____ Association__ Additional name(s) of Conveying partylies) attached? Yes 🔼 No 🕞 General Partnership Limited Partnership___ Nature of conveyance: Corporation-State Swiss corporation ☐ Assignment Merger Change of Name Security Agreement If assignee is not domiciled in the United States, a domestic representative designation is attached: xecution Date: October 28, 1998 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? 📭 Yes 📭 No Application number(s) or Registration number(s): See attached schedule B. Trademark Registration No.(s) A. Trademark Application No.(s) Additional numbers attached? Name and address of party to whom correspondence 6. Total number of applications and registrations 228 concerning document should be mailed: involved: Elaine D. Ziff, Esq. 7. Total fee (37 CFR 3.41).....\$ Internal Address: Skadden, Arps, Slate Enclosed Meagher & Flom LLP Authorized to be charged to deposit account Street Address: 919 Third Avenue 8. Deposit account number: City: New York State: NY ZIP: 10022 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 11/27/1998 DNGUYEN 00000017 2030907 40.00 OP 01 FC:481 40:00 GP 02 FC:4822 ment and signature. 5675.00 DP To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Kur ot & Kristine Fyfe Name of Person Signing Total number of pages including cover sheet, attachments, and document:

ADDITIONAL CONVEYING PARTIES

SIMMONS HOLDINGS, INC. SIMMONS INTERNATIONAL HOLDING COMPANY, INC.

SCHEDULE A

PLEDGE AND SECURITY AGREEMENT

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
ACHIEVER	2,030,907	1-14-97	SIMMONS COMPANY
ADJUSTABLEBED AND DESIGN	1,696,129	6-23-92	SIMMONS COMPANY
ADJUSTO-REST	545,312	7-17-51	SIMMONS COMPANY
ALBUM	730,415	4-24-62	SIMMONS UPHOL- STERED FURNI- TURE INC.
ALEXANDER	1,988,643	7-23-96	SIMMONS COMPANY
ALEXANDRIA	1,689,575	5-26-92	SIMMONS COMPANY
AMBASSADOR	525,694	5-30-50	SIMMONS COMPANY
AMERICA'S BEST	1,645,686	5-21-91	SIMMONS COMPANY
AMERICUS	1,779,689	6-29-93	SIMMONS COMPANY
ASTORIA	74/629,664	2-3-95	SIMMONS COMPANY
BABY BEAUTYREST BACK CARE IV	1,324,572	3-12-85	SIMMONS COMPANY
BABY BEAUTY	420,150	3-26-46	SIMMONS COMPANY
BACK GUARD	1,154,910	5-19-81	SIMMONS COMPANY
BACK-O-PEDIC	982,543	4-23-74	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BACKCARE	813,001	8-16-66	SIMMONS COMPANY
BEAUTIFUL FEELINGS	1,162,779	7-28-81	SIMMONS COMPANY
BEAUTY COMFORT	1,832,218	4-19-94	SIMMONS COMPANY
BEAUTY CLOUD	1,378,122	1-14-86	SIMMONS COMPANY
BEAUTY BORDER	1,922,062	9-26-95	SIMMONS COMPANY
BEAUTY SLEEP	1,198,771	6-22-82	SIMMONS COMPANY
BEAUTY SLEEP	1,904,445	7-11-95	SIMMONS COMPANY
BEAUTY SLEEP	1,904,446	7-11-95	SIMMONS COMPANY
BEAUTY SLEEP LUMBAR SUPPORT	1,854,201	9-13-94	SIMMONS COMPANY
BEAUTY-EDGE	1,833,346	4-26-94	SIMMONS COMPANY
BEAUTYFIL	1,710,061	8-25-92	SIMMONS COMPANY
BEAUTYFOAM	566,513	11-11-52	SIMMONS COMPANY
BEAUTYLOFT	1,710,062	8-25-92	SIMMONS COMPANY
BEAUTYREST	512,535	7-19-49	SIMMONS UPHOLSTERED FURNITURE INC.
BEAUTYREST	621,296	2-14-56	SIMMONS UPHOLSTERED FURNITURE INC.
BEAUTYREST	602,721	3-1-55	SIMMONS UPHOL- STERED FURNI- TURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BEAUTYREST	207,821	1-12-26	SIMMONS UPHOL- STERED FURNI- TURE INC.
BEAUTYREST	2,010,820	10-22-96	SIMMONS COMPANY
BEAUTYREST CLASSIC	1,814,452	12-28-93	SIMMONS COM- PANY
BEAUTYREST CONTINENTAL	1,404,977	8-12-86	SIMMONS COM- PANY
BEAUTYREST ELITE	1,785,577	8-3-93	SIMMONS COM- PANY
BEAUTYREST FEELINGS	1,183,799	12-29-81	SIMMONS COM- PANY
BEAUTYREST	1,904,447	7-11-95	SIMMONS COM- PANY
BEAUTYREST	1,904,444	7-11-95	SIMMONS COM- PANY
BEAUTYREST	1,788,183	8-17-93	SIMMONS COM- PANY
BEAUTYREST LUMBAR SUPPORT	1,850,341	8-16-94	SIMMONS COM- PANY
BEAUTYWAVE	1,139,955	9-30-80	SIMMONS COM- PANY
BEDDERREST	1,694,420	6-16-92	SIMMONS COM- PANY
BELMONT	732,490	6-5-62	SIMMONS COM- PANY
BELMONT	513,425	8-9-49	SIMMONS COM- PANY
BRUSSELS	2,033,494	1-28-97	SIMMONS COM- PANY
BUNK MAN	1,782,130	7-13-93	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
CARESSE	1,324,591	3-12-85	SIMMONS COM- PANY
CENTROPEDIC	984,972	3-28-74	SIMMONS COM- PANY
CHELSEA	1,988,659	7-23-96	SIMMONS COM- PANY
COLLECTOR'S EDITION	2,158,865	5-19-98	SIMMONS COMPANY
COMFORT PLUS	1,977,990	6-4-96	SIMMONS COM- PANY
COMFORTORC	667,423	9-23-58	SIMMONS UPHOLSTERED FURNITURE INC.
CONCORDE	1,521,862	1-24-89	SIMMONS COM- PANY
CONSPEC	1,682,405	4-7-92	SIMMONS COM- PANY
CONTENDER	2,036,089	2-4-97	SIMMONS COM- PANY
CONTESTANT	2,036,091	2-4-97	SIMMONS COMPANY
CONTOUR-FLEX	1,359,240	9-10-85	SIMMONS COM- PANY
CORRECT POSTURE	612,187	9-13-55	SIMMONS COM- PANY
COUNTESS	532,031	10-17-50	SIMMONS UPHOLSTERED FURNITURE INC.
CYPRESS	1,988,651	7-23-96	SIMMONS COMPANY
DEEP SLEEP	283,763	6-9-31	SIMMONS UPHOLSTERED FURNITURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
DEEPSLEEP	518,793	12-13-49	SIMMONS UPHOLSTERED FURNITURE INC.
DINOSAUR	1,773,637	5-25-93	SIMMONS COM- PANY
DISTINCTION FRANKLIN SILK	1,922,059	9-26-95	SIMMONS COM- PANY
DISTINCTION MADISON LUXURY	1,922,060	9-26-95	SIMMONS COM- PANY
DORM BILT	573,237	4-14-53	SIMMONS COM- PANY
DREAM SLEEP	318,383	10-23-34	SIMMONS COM- PANY
DREAMWELL	506,989	2-22-49	SIMMONS COM- PANY
DUAL COMFORT	609,109	7-19-55	SIMMONS COM- PANY
DUCHESS	525,695	5-30-50	SIMMONS UPHOLSTERED FURNITURE INC.
ECONO-PEDIC	1,042,926	7-6-76	SIMMONS COMPANY
ELAN	1,710,073	8-25-92	SIMMONS COMPANY
EMINENCE	1,747,133	1-19-93	SIMMONS COMPANY
EMPEROR	1,993,518	8-13-96	SIMMONS COMPANY
EMPRESS	523,897	4-11-50	SIMMONS COMPANY
EOS	2,026,022	12-24-96	SIMMONS COMPANY
EVENING WHISPER	2,091,655	8-26-97	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
FABRISAN	811,703	7-26-66	SIMMONS COMPANY
FINALIST	2,036,088	2-4-97	SIMMONS COMPANY
FLAVORS	1,743,941	12-29-92	SIMMONS COMPANY
GLAMOUREST	865,743	3-4-69	SIMMONS COMPANY
GOLDEN VALUE	1,556,867	9-19-89	SIMMONS UPHOL- STERED FURNITURE INC
GRACELINE	210,476	3-16-26	SIMMONS UPHOLSTERED FURNITURE INC
GREENWICH	1,988,658	7-23-96	SIMMONS COMPANY
HAMILTON SILK	1,922,061	9-26-95	SIMMONS COM- PANY
HARMONY	1,697,653	6-30-92	SIMMONS COMPANY
HOSPITAL-BILT	826,112	3-21-67	SIMMONS COMPANY
HOTEL-BILT	704,303	9-13-60	SIMMONS COMPANY
I ONLY SLEEP WITH THE BEST	1,842,171	6-28-94	SIMMONS COMPANY
INNMASTER	764,680	2-11-64	SIMMONS COMPANY
JEFFERSON LUX- URY	1,922,058	9-26-95	SIMMONS COMPANY
KENNEDY	2,012,934	10-29-96	SIMMONS COMPANY
KLIK-LOK	1,211,581	10-5-82	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
LA GRANDE	511,415	6-21-49	SIMMONS COMPANY
LA GRANDE	881,255	11-25-69	SIMMONS COMPANY
LINCOLN	1,895,134	5-23-95	SIMMONS COMPANY
LORRAINE	1,900,677	6-30-95	SIMMONS COMPANY
MAGNA-PEDIC	970,736	10-16-73	SIMMONS COMPANY
MARQUIS	1,955,483	2-13-96	SIMMONS COMPANY
MAXIPEDIC LUM- BAR SUPPORT	.1,854,200	9-13-94	SIMMONS COMPANY
MAXIPEDIC	970,738	10-16-73	SIMMONS UPHOL- STERED FURNI- TURE INC.
MEDALIST	2,036,090	2-4-97	SIMMONS COMPANY
MILAN	1,988,644	7-23-96	SIMMONS COMPANY
MIRACLEPEDIC	983,932	5-14-74	SIMMONS COMPANY
MONARCH	513,421	8-9-49	SIMMONS COMPANY
MONROE	1,903,951	7-4-95	SIMMONS COMPANY
MYSTIC	1,991,332	8-6-96	SIMMONS COMPANY
NEW YORKER	578,082	7-28-53	SIMMONS COMPANY
NOTHING MAKES YOUR DAY LIKE A BEAUTYREST NIGHT	1,816,903	1-18-94	SIMMONS COMPANY

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TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
NOTHING ENER- GIZES YOUR DAY LIKE A BEAUTYREST NIGHT	1,952,463	1-30-96	SIMMONS COMPANY
OLYMPIC	518,794	12-13-49	SIMMONS COMPANY
PARAMOUNT	1,542,562	6-6-89	SIMMONS COMPANY
PARLIAMENT COL- LECTION	1,773,632	5-25-93	SIMMONS COMPANY
PATIENT PROOF	647,827	7-2-57	SIMMONS COMPANY
PERMAFLEX	374,647	1-23-40	SIMMONS UPHOL- STERED FURNI- TURE INC.
POCKET REST	74/664,248	4-21-95	SIMMONS COMPANY
POCKETED COIL	74/664,526	4-21-95	SIMMONS COMPANY
POLYCEL	1,320,759	2-19-85	SIMMONS COMPANY
POSTURE BRIDGE	1,777,214	6-15-93	SIMMONS COMPANY
POSTURE BRIDGE	1,880,651	2-28-95	SIMMONS COMPANY
POWER FIRM	2,019,731	11-26-96	SIMMONS COMPANY
POWER FLEX TOR- SION BAR FOUN- DATION EXCLU- SIVELY BY SIMMONS AND DE- SIGN	1,902,742	7-4-95	SIMMONS COMPANY
POWER FLEX	1,817,456	1-18-94	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
PROVIDENCE	1,993,378	8-13-96	SIMMONS COMPANY
PURPLE LABEL	514,494	8-30-49	SIMMONS COMPANY
QUEBEC	2,038,305	2-18-97	SIMMONS COMPANY
QUINTESSENCE	1,553,754	8-29-89	SIMMONS COMPANY
QUINTESSENCE OF WOOL	1,805,307	11-16-93	SIMMONS COMPANY
REBECCA	1,988,639	7-23-96	SIMMONS COMPANY
REGENCY	522,272	3-14-50	SIMMONS UPHOL- STERED FURNI- TURE INC.
RIGID-SPAN	1,818,484	1-25-94	SIMMONS COMPANY
RIVAL	2,039,393	2-18-97	SIMMONS COMPANY
ROOSEVELT	1,901,372	6-20-95	SIMMONS COMPANY
ROYALTY	513,422	8-9-49	SIMMONS UPHOL- STERED FURNI- TURE INC.
RYAN	1,988,645	7-23-96	SIMMONS COMPANY
S AND DESIGN	1,439,986	5-19-87	SIMMONS UPHOL- STERED FURNI- TURE INC.
S AND DESIGN	2,010,817	10-22-96	SIMMONS COMPANY
S SIMMONS FLOTATION SYSTEMS AND DESIGN	1,176,241	11-3-81	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SEA BREEZE	604,475	4-12-55	SIMMONS COMPANY
SILVER LABEL	730,091	4-17-62	SIMMONS COMPANY
SIM-CARE	794,501	4-17-65	SIMMONS COMPANY
SIM-CLAD	804,674	3-1-66	SIMMONS COMPANY
SIM-FIRM	2,059,719	5-6-97	SIMMONS COMPANY
SIM-GARD	1,172,312	10-6-81	SIMMONS COMPANY
SIM-MATIC	657,780	1-28-58	SIMMONS COMPANY
SIMBOLIC	696,415	4-19-60	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMCO	512,530	7-19-49	SIMMONS COMPANY
SIMCOPEDIC	1,201,147	7-13-82	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMCREST	681,470	7-7-59	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMCREST	787,168	3-23-65	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMCRON	1,165,575	8-18-81	SIMMONS COMPANY
SIMFLEX	740,633	11-13-62	SIMMONS UPHOL- STERED FURNI- TURE INC.

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SIMFLEX	839,577	11-28-67	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMFOAM	542,773	5-22-51	SIMMONS COMPANY
SIMLOK	1,027,842	12-23-75	SIMMONS COMPANY
SIMMONS LUMBAR SUPPORT	1,854,202	9-13-94	SIMMONS COMPANY
SIMMONS	532,319	10-24-50	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMMONS COM- PANY 1/3 YOUR LIFE IS SPENT IN BED AND DESIGN	235,949	11-29-27	SIMMONS COMPANY
SIMMONS	2,022,446	12-10-96	SIMMONS COMPANY
SIMMONS	548,280	9-18-51	SIMMONS UPHOL- STERED FURNI- TURE INC.
SIMMONS AD VERTISING AND DESIGN	1,768,218	4-27-93	SIMMONS COMPANY
SIMMONS AND DE- SIGN	75/018,755	10-26-95	SIMMONS COMPANY
SIMTORC	696,414	4-19-60	SIMMONS UPHOL- STERED FURNI- TURE INC.
SLEEP KING AND DESIGN	522,324	3-14-50	SIMMONS COMPANY
SLEEP LOGIC	2,101,915	9-30-97	SIMMONS COMPANY
SLEEP SCIENCE	1,791,009	8-31-93	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
SLEEPERS CHOICE	638,778	12-18-56	SIMMONS COMPANY
SLUMBER TIME	524,621	5-2-50	SIMMONS UPHOL- STERED FURNI- TURE INC.
SLUMBER DREAM	533,564	11-21-50	SIMMONS UPHOL- STERED FURNI- TURE INC.
SLUMBER KING	541,309	4-24-51	SIMMONS UPHOL- STERED FURNI- TURE INC.
SPECTRUM	1,812,950	12-21-93	SIMMONS COMPANY
ST. LAWRENCE	1,893,150	5-9-95	SIMMONS COMPANY
ST.IVES	1,883,622	3-14-95	SIMMONS COMPANY
SULTAN	760-360	11-19-63	SIMMONS COMPANY
SUPER SLEEP AND DESIGN	520,818	2-7-50	SIMMONS COMPANY
TESTIMONIAL	1,988,650	7-23-96	SIMMONS COMPANY
THE ULTIMATE AMENITY	1,349,436	7-16-85	SIMMONS COMPANY
THE DO NOT DIS- TURB MATTRESS	2,030,862	1-14-97	SIMMONS COMPANY
THERMA-QUILT	1,167,375	9-1-81	GFD FABRICS, INC.
TRANS-SHOCK	1,695,359	6-16-92	SIMMONS COMPANY
TRAVELER	515,127	9-13-49	SIMMONS COMPANY
TRIBEKA	1,988,656	7-23-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
TRU-COMFORT	537,027	1-30-51	SIMMONS COMPANY
TUDOR	1,931,251	10-31-95	SIMMONS COMPANY
ULTRA FIT	1,554,755	9-5-89	SIMMONS COMPANY
VANDERBILT	672,494	1-13-59	SIMMONS COMPANY
VOGUE	522,243	3-14-50	SIMMONS COMPANY
WESTMINSTER	512,547	7-19-49	SIMMONS UPHOL- STERED FURNI- TURE INC.
WINCHESTER	1,875,283	1-24-95	SIMMONS COMPANY
WINDSOR	1,898,953	6-13-95	SIMMONS COMPANY
WORLD'S FINEST BEDDING SINCE 1870	1,959,612	3-5-96	ENVIRONMENTAL COMPLIANCE SER- VICES, INC.
ZOO	1,797,024	10-5-93	SIMMONS COMPANY
ADVANT-EDGE	75/117,989	6-12-96	SIMMONS COMPANY
ADJUSTO-REST	2,134,989	2-3-98	SIMMONS COMPANY
BACKCARE	75/295,015	5-20-97	SIMMONS COMPANY
BACK SHIELD	1,780,316	7-6-93	SIMMONS COMPANY
BEAUTYLOFT	75/295,024	5-20-97	SIMMONS COMPANY
AVONDALE	2,020,809	12-3-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
BEAUTYREST POCKETED COIL	2,146,996	3-31-98	SIMMONS COMPANY
BETTER SLEEP THROUGH SCIENCE	75/480,742	3-7-98	SIMMONS COMPANY
BUNKSTERS	75/232,797	1-29-97	SIMMONS COMPANY
CHAMBOURG	2,089,232	8-19-97	SIMMONS COMPANY
CONNOISSEUR COLLECTION	2,115,921	11-25-97	SIMMONS COMPANY
CONTOUR FIT	2,144,887	3-17-98	SIMMONS COMPANY
CRESCENDO	75/117,990	6-12-96	SIMMONS COMPANY
ENTREE	75/177,282	10-7-96	SIMMONS COMPANY
EQUATION OF SLEEP	2,079,253	7-15-97	SIMMONS COMPANY
FIRST IMPRESSION	2,185,599	9-1-98	SIMMONS COMPANY
FIVE ZONES FOR YOUR BONES	75/393,647	11-10-97	SIMMONS COMPANY
FOREST GLEN	2,017,737	11-19-96	SIMMONS COMPANY
GLENWOOD	2,017,733	11-19-96	SIMMONS COMPANY
HIDDEN COMFORT	75/393,615	11-20-97	SIMMONS COMPANY
MEADOWBROOK	2,017,734	11-19-96	SIMMONS COMPANY
OAKDALE	2,019,233	11-26-96	SIMMONS COMPANY

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
POCKET COIL	74/664,496	4-21-95	SIMMONS COMPANY
POWER PACKED	75/398,211	12-1-97	SIMMONS COMPANY
S AND GLOBE DE- SIGN	2,146,787	3-24-98	SIMMONS COMPANY
SCIENCE OF SLEEP	75/443,952	3-1-98	SIMMONS COMPANY
SIMMONS PROGRAMS FOR PROFIT AND DESIGN	1,203,836	8-3-82	SIMMONS COMPANY
ST. CAROLINE	2,083,945	7-29-97	SIMMONS COMPANY
ST. MARTIN	2,091,139	8-26-97	SIMMONS COMPANY
ST. STEPHEN	2,091,138	8-26-97	SIMMONS COMPANY
ST. THOMAS	2,083,943	7-29-97	SIMMONS COMPANY
THE BOWLING BALL MATTRESS	75/295,025	5-20-97	SIMMONS COMPANY
THE ONLY FIVE ZONE SLEEP SYS- TEM	75/393,614	11-20-97	SIMMONS COMPANY
ULTRA MAHOGANY	2,025,433	12-24-96	SIMMONS COMPANY
WILLOWBROOK	2,028,820	1-7-97	SIMMONS COMPANY
WORLD OF SLEEP	866,628	3-11-69	SIMMONS COMPANY

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT, dated as of October 29, 1998, is made by SIMMONS COMPANY, a Delaware corporation, as Borrower (the "Borrower"), SIMMONS HOLDINGS, INC., a Delaware corporation and CERTAIN OTHER SUBSIDIARIES OF THE BORROWER PARTY HERETO, as Guarantors (the "Guarantors" and, together with the Borrower, the "Grantors"), in favor of UBS A.G., STAMFORD BRANCH, as Administrative Agent (the "Administrative Agent") for the benefit of the Secured Parties (as defined below).

RECITALS:

WHEREAS, the parties hereto have entered into a Credit and Guaranty Agreement, dated as of October 29, 1998, among the Borrower, the Guarantors, the Financial Institutions named therein as Lenders, Goldman Sachs Credit Partners L.P., as Joint Lead Arranger and Syndication Agent, Warburg Dillon Read LLC, as Joint Lead Arranger, UBS A.G., Stamford Branch, as Administrative Agent (said Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed to guaranty the obligations of the Borrower incurred under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligations of the Lenders to extend credit to the Borrower under the Credit Agreement that the obligations of the Borrower and the other Guarantors thereunder and under the Credit Documents referred to therein be secured as provided herein;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder, and in consideration of other Secured Obligations hereinafter incurred, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

220241.10-New YorkS5A

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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220241.10-New YorkS5A

"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 Item D of Schedule IV.

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

"Permitted Investments" shall mean Cash and Cash Equivalents.

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

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"Pledged Notes" shall mean all promissory notes listed on <u>Schedule I</u> 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 Item F of Schedule IV.

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

"Trade Secret Licenses" shall mean all of each Grantor's right, title and interest in and to any and all payments providing for the granting of any right in or to Trade Secrets (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in <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 <u>Security Collateral</u>. (a) All of the Pledged Stock issued by Company or its Subsidiaries have been duly authorized and validly issued and is fully paid and non-assessable. All of the Pledged Notes issued by Company or its Subsidiaries have been duly authorized, authenticated or issued and delivered, and each Pledged Note is the legal, valid and binding obligation of the issuers thereof, and is not in default.
- (b) The Pledged Stock constitutes the percentage of the issued and outstanding shares of stock of the respective issuers thereof indicated on <u>Schedule I</u>. The Pledged Notes are outstanding in the principal amount indicated on <u>Schedule I</u>.
- 3.5 <u>Chief Executive Office; Records</u>. The chief executive office of such Grantor is located at the location specified on <u>Schedule III</u>.
- 3.6 <u>Location of Inventory and Equipment</u>. All Inventory (other than Inventory with a value not in excess of \$4,000,000 in the aggregate for all Grantors at any time held by Grantors' customers on consignment in the ordinary course of business) and Equipment now or from time to time included in the Collateral is kept only at the locations listed on <u>Schedule II</u>. None of such Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in UCC Section 7-104) therefor or otherwise in the possession of a bailee.
- 3.7 <u>Receivables</u>. (a) None of the Account Debtors in respect of any material portion of the Receivables is the United States Government or an instrumentality thereof.
- (b) No Receivables are evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (other than in respect

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

- 3.8 <u>Contracts</u>. No payments due such Grantor under any Contract are evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (other than in respect of Instruments and Chattel Paper in an amount less than \$25,000 individually and \$1,000,000 in the aggregate for all Grantors and Chattel Paper consisting of consignment agreements with customers).
- 3.9 <u>Farm Products</u>. None of the Collateral constitutes, or is the proceeds of, Farm Products (as defined in the UCC).

3.10 Intellectual Property Collateral.

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

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

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

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

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- 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.
- 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 <u>Maintain and Mark Records and Receivables</u>. Upon request of the Administrative Agent, such Grantor shall legend, in form and manner reasonably satisfactory to the Administrative Agent all Chattel Paper and other evidence of Receivables, as well as the Receivables Records with an appropriate reference to the fact that the Chattel Paper and all other Receivables have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.
- 4.8 <u>Insurance</u>. Such Grantor shall maintain insurance as required by the Credit Agreement.
- 4.9 <u>Receivables</u>. (a) Such Grantor shall perform in all material respects all of its obligations with respect to the Receivables.
- (b) Other than (i) in the ordinary course of business and (ii) while no Default or Event of Default shall have occurred and be continuing, such Grantor shall not (v) amend, modify, terminate or waive any provision of any Receivable in any

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

- (c) Except as may otherwise be indicated by prudent business practices, such Grantor shall use its reasonable efforts (including, without limitation, prompt and diligent exercise of each material right it may have under any Receivable) to cause to be collected from each Account Debtor, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of any Receivable.
- 4.10 <u>Contracts</u>. (a) Except as may otherwise be indicated by prudent business practices, such Grantor shall perform in all material respects all of its obligations under each Contract.
- (b) Such Grantor shall deliver promptly to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Material Contract.
- (c) Without the prior written consent of the Administrative Agent, such Grantor shall not (except in the ordinary course of business) amend, modify, terminate or supplement any provision of any Material Contract or compromise or settle any dispute, claim or legal proceeding with respect to any Material Contract, in any such case in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral, and shall not terminate any Material Contract.
- (d) Except as may otherwise be indicated by prudent business practices, such Grantor shall promptly and diligently exercise each material right it may have under any Contract (except the right of termination). All costs and expenses in connection therewith, whether incurred by such Grantor or the Administrative Agent shall be borne by such Grantor.
- 4.11 <u>Warehouse Receipts Non-negotiable</u>. 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 <u>Notice</u>. 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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ARTICLE VI

SPECIAL PROVISIONS REGARDING SECURITY COLLATERAL

- 6.1 <u>Voting Rights</u>; <u>Dividends</u>; <u>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.
- 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 <u>Expenses</u>; <u>Attorneys Fees</u>. Each Grantor shall reimburse the Administrative Agent for all its expenses in connection with the exercise of its rights hereunder, including without limitation all reasonable attorneys' fees and legal expenses incurred by the Administrative Agent or any Secured Party.
- 9.9 Application of Proceeds. The proceeds of any disposition of Collateral shall be applied as follows:
- (a) to the payment of any and all expenses and fees (including reasonable attorneys' fees and disbursements) incurred by the Administrative Agent in

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

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

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

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

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ARTICLE X

INDEMNITY

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

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

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

- (c) Without limiting the application of clauses (a) or (b) of this Section, each Grantor agrees to pay, indemnify and hold each Indemnitee harmless from and against any expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by any Grantor in this Agreement or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement.
- (d) If and to the extent that the obligations of any Grantor under this Section are unenforceable for any reason, each Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.
- 10.2 <u>Indemnity Obligations Secured by Collateral; Survival.</u> Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Collateral. The indemnity obligations of the Grantors contained in this Article shall continue in full force and effect notwithstanding the full payment and performance of the Secured Obligations and notwithstanding the discharge thereof.

ARTICLE XI

MISCELLANEOUS

- 11.1 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
- 11.2 <u>Submission to Jurisdiction</u>. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Each Grantor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Grantor at its address set forth under its signature below. Each Grantor hereby

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

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

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

SIMMONS COMPANY

Name:

JONATHAN C. DAIKER
Executive Vice - President

Chief Financial Officer

Notice Address:

One Concourse Parkway, Suite 600

Atlanta, GA 30328

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

SIMMONS HOLDINGS, INC.

By__

Name:

Title:

JONATHAN C. DAIKER

Executive Vice - President

Chief Financial Officer

Notice Address:

One Concourse Parkway, Suite 600

Atlanta, GA 30328

Att: Jonathan C. Daiker

Telecopy: 770-392-2608

SIMMONS INTERNATIONAL HOLDING, COMPANY, INC.

By Name:

Vitle:

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

UBS A.G., STAMFORD BRANCH,

as Administrative Agent

Ву Name:

Michael J Cerminaro

Title:

Director Leveraged Finance

By

Name Michael R. Grayof
Title: Leveraged Finance

Notice Address:

677 Washington Blvd., 8th Floor

Stamford, CT 06901

Att: Lara Kavanagh

Telecopy: 203-719-4176

SCHEDULE I

Security Collateral

PART I

Pledged Stock

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

PART II

Pledged Notes

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

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SCHEDULE II

LOCATIONS OF EQUIPMENT AND INVENTORY

Locations of Equipment

- Norcross, Georgia
 1900 Beaver Ruin Circle
 Norcross, GA 30071
- Atlanta Plant, Mabelton, Georgia
 7131 Discovery Boulevard
 Mabelton, GA 30093
- San Leandro Plant, California
 1700 Fairway Drive
 San Leandro, CA 94577
- Denver Plant, Aurora, Colorado
 17850 East 32nd Place
 Aurora, CO 80011
- Jacksonville, Florida
 540 Beautyrest Avenue
 Jacksonville, FL 32254
- Salt Lake City, UtahCrossroads Corporate Center #11130 South 3800 WestSalt 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
- 6. Fredericksburg, Virginia9601 Cosner DriveFredericksburg VA 22408
- Phoenix Plant, Tolleson, Arizona
 101 North 104th Avenue, Suite A
 Tolleson, AZ 85353
- Charlotte, North Carolina
 West W.T. Harris Blvd.
 Charlotte, NC 28269-1898
- 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 4255 Patriot Drive, #100 Coppell, TX 75019	16.	Shawnee, Kansas 7910 Hedge Lane Terrace Shawnee, Kansas 66216
17.	Janesville, Wisconsin 1809 Adel Street Janesville, Wisconsin 53546	18.	Piscataway, New Jersey 365 South Randolphville Road Piscataway, NJ 08854
19.	Columbus, OH Plant, Grove City 3960 Brookham Drive Grove City, OH 43123	20.	Warren Drive, Norcross, Georgia 6424 Warren Drive Norcross, GA 30093
21.	Chicago, Il 150 North Wacker Drive Suite 650 Chicago, IL 60606 (hereinafter "Chicago Sales Office")	22.	Highpoint, NC International Home Furnishings Center 2095 S. Main Street Space No. M604 plus bays M601, M602, M603, M605, M606, M607 and M608 High Point, NC 27261 (hereinafter "High Point Showroom")
23.	Atlanta, GA 1335 Chattahoochee Ave. Atlanta, GA 30318	24.	Baltimore, MD Meadows Business Park 1717 Whitehead Rd. Baltimore, MD 21207

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

Tampa, FL 33612

Dallas, TX 75247

36. Howell, NJ800 Route 9 SouthHowell, NJ 07728

Locations of Inventory

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

SCHEDULE III

LOCATIONS OF CHIEF EXECUTIVE OFFICES

Locations of Chief Executive Offices

1. Simmons Company

One Concourse Parkway

Suite 600

Atlanta, GA 30328

2. Simmons Holdings, Inc.

One Concourse Parkway

Suite 600

Atlanta, GA 30328

3. Simmons International Holding Company, Inc.

One Concourse Parkway

Suite 600

Atlanta, GA 30328

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

The Physical Fitness Mattress

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<u>Licensee</u>	Date and Term	Intellectual Property Licensed
Louisville Bedding Co. (Amended and Restated Trademark License Agreement)(non-down products)	4/14/86 to 12/31/02	Exclusive use in U.S. of BEAUTYREST, BEAUTY SLEEP, BEAUTY LOFT, S & GLOBE DESIGN, BACKCARE, SIMMONS & POCKETED COIL trademarks on pillows and mattress pads and covers, bed ruffles, sheets, pillow cases, pillow shams, textile window treatments, synthetic filled comforters, duvet covers, and decorative pillows, excluding products containing "down" filling material
Louisville Bedding Co. (Trademark License Agreement) (down products)	1/4/91 to 12/31/95; automatic renewal from year to year unless either party elects to terminate	Exclusive use in U.S. of BEAUTYREST and BEAUTY SLEEP trademarks on pillows, comforters and mattress covers containing "down" filling material.
Simmons Universal Corporation, Simmons Juvenile Products Company and 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>	<u>Date and Term</u>	Intellectual Property Licensed	
Maxwell Products, Inc. (Restated Trademark License Agreement)	(formal renewal being	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	

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

<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:

Country	Ľ	Lessee	<u>Date</u>
i.	Argentina	Simmons de Argentina, S.A.I.C.	January 1, 1998
ii.	Argentina	Simmons de Argentina, S.A.I.C.	January 4, 1993
iii.	Australia	Pacific Dunlop Limited	January 1, 1991
iv.	Australia	Pacific Dunlop Limited	January 1, 1991
v.	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	<u>Date</u>
Argentina	Simmons de Argentina, S.A.I.C.	9/1/92
Australia	Pacific Dunlop Limited	1/1/92
Dominican Republic	LaNacional OXA	7/1/97
Western Europe, six	Cauval Industries S.A. (successor by	4/9/87

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

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

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Annex C Patents

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

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

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Chemilies	CountryName	CAM Number			Title	AppiNumber	FIIDate	PstNumber	InDate	P.rp Date	Remarko
SBC-001	Australia	980038	004	100	POCKETED SPRING ASSEMBLY	5645780	3/14/80	539650	27885	3/14/20	
SBC-001	Canada	850086	400	910	POCKETED SPRING ASSEMBLY	345913	2/19/80	1127780	7/13/82	1113/99	
SBC-001	ltaly	980038	00	033	POCKETED SPRUNG ASSEMBLY	48058/80	2728/80	1127369	3/21/86	2728/00	
SBC-001	Japan	980058	400	073	POCKETED SPRING ASSEMBLY	34677180	3/18/80	1276351	8/16/85	12/13/91	Expired for non-payment of 8th year annuity
SBC-001	United Kingdom	980058	400	053	POCKETED SPRING ASSEMBLY	805062	2/14/80	2044609	4/70/83	2/14/00	
SBC-001	United States of America 980058	а 980058	300	000	POCKETED SPRING ASSEMBLY	072067	3/19/19	4234984	11/25/80	3/19/39	Original Contourflex Construction
SBC-001	Venezuela	850036	400	920	POCKETED SPRING ASSEMBLY	40480	3/18/80	42739		8/26/95	
\$BC-002	United States of America 980058	a 980058	300	903	REINFORCED BOX SPRING FRAME	123261	2711/80	4399573	8/23/83	8/23/00	"L" Brace Dox Spring Fran
SBC-003	United States of America 980058	850086· E	300	•	ADJUSTABLE FIRMNESS MATTRESS PILLOW TOP	276155	18/27/9	4424600	1/10/84	10/12/9	Inflatable Cushions Beneat P.T.

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ChentRef	CountryName	CAM Namber			710 4	ApplNumber	Pilibate	PatNumber	IssDate	ExpDate	Remarks
\$BC-004	United States of America 980058	\$50036	300	900	AIR BED ARRANGEMENT	275958	6/22/81	4435864	3/13/84	10/27/9	Air Bed Cortaining Air Cortpressor
SBC-003	Australia	980058	400	8	POCKETED SPRING ASSEMBLY APPARATUS	8130082	3/11/82	538487	1/25/85	3/11/90	
\$BC-005	Mexico	980058	9	045	IIIGII SPEED BBAUTYREST COIL STRING ASSENBLY						No information was received for this application; Mr. Govzake, is checking palent office records for title
8BC-005	United States of America 980058	8 6 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	300	900	POCKEITED SPRING ASSEMBLY APPARATUS	323574	18/07/1	4451946	6/5/84	10/07/11	Cloverleaf - Ultrasonic Welded B/R Construction by Varying Weild Lengths to Adjust 2 Rows if Coil & Stabiliza in a Cloverleaf
3BC-005	Venezuele	980058	400	057	POCKETED SPRING ASSEMBLY APPARATUS	41082	3/10/82	45056		19191	
SBC-006	Brazil	980058	400	010	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS			P17802802	12/12/18	12/12/93	
SBC-006	Canada	980038	400	410	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKERTED COIL SPRINGS	302195	4/28/78	1083597	9/16/80	16/91/6	
SBC-006	France	850038	400	720	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	7813120	\$1708	2389573	11/25/83	86175	
8BC-006	Haly	980058	400	032	METHOD AND AFFARATUS FOR MAKING A SBRIES OF POCKETED COIL SPRINGS	49181A78	\$17C1\$	1102546	\$8/L/0}	5/3/98	

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					1 Dec	Paris addo	rui)ate	PatNumber	IssDate	KapDate	Remarks
8BC-006	Mexico	980058	604	042	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	173347	3/4/78	147071	9/30/82	9/30/92	
SBC-006	United States of America 980058	850086	300	001	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETHD COIL SPRINGS	284240	515/17	443.99.77	413184	4/3/01	Utrasmic Pockel Machine
SBC-007	Argentina	980058	400	003	APPARATUS FOR MAKING ASSEMBLLES OF POCKETED SPRINGS	288688	3/9/82	227%5	12/30/82	12/30/97	
3BC-007	Carada	9800086	400	017	APPARATUS FOR MAKING ASSEMBLIES OF POCKETED SPRINGS	397777	3/8/82	1179490	12/18/84	12/18/01	
8BC-007	European Pakert Office	980038	94	023	APPARATUS FOR MAKING ASSEMBLJES OF POCKETED SPRINGS	82301251.3	3/11/82	0060146	98/7/1	3/11/91	Switzerland, Weet Germany, Pranse, United Kingsborn and Italy, Lapsed for failure to pay 1991 amuities
SBC-007	United States of America 980058	980058	300	800	APPARATUS FOR MAKING ASSEMBLIES OF POCKETBD SPRINGS	343892	1/29/82	4401501	8/30/83	10/11/6	Contourflex Machine - Ultrasonic Assembly of P.C. Construction
SBC-008	United States of America 980058	980038	300	600	THERMALLY CONTROLLABLE HEATING MATTRESS	275960	6/22/81	4423308	12/27/83	10/77/9	Themally Controllable Heating Machine
3BC-009	Japan	980058	400	072	MATTRESS	57-107516	18/17/19			2/16/93	
SBC:009	United States of America 980058	980058	300	010	BED MATTRESS HAVING AN IMPROVED PILLOW TOP	275955	18/27/81	4449261	5122/84	10/27/9	Removable Core & Genini Reverible Top Mattress Covering

CleatRef	CountryNerne	CAM Number			Title	ApplNumber	FUDate	PatNumber	IsuDate	EapDute	Rentarks
SBC-010	United States of America 980058	* 980058	300	100	INDEPENDENT BLOCK ASSEMBLY OF SPRINGS	419369	9/17/82	4523344	6/18/85	20/11/62	Cloverleaf Assembly of Pocketed Coils
8BC-011	United States of America 980058	a 9 80058	300	012	STABILIZED MATTRESS BORDER	467543	2/17/83	4462129	7/31/84	131.97	B/R 2-Coil Pocketed Coil; Larged 7/31/97 for non- payment of traintenance fee
3BC-012	United States of America 980058	2 980058	300	013	COIL SPRING CONSTRUCTION 482759	482759	4/7/83	4485506	12/4/84	47/03	Foam Stablilzed Pocketed Coil Construction
SBC013	United States of America 980058	a 980058	300	014	BOXSPRING HAVING COIL COMPRESSION STOPS	\$12099	7/8/83	4519107	5/28/85	7/8/03	Contract Box Spring
SBC-014	Canada	980058	400	610	ULTRASONIC SEPARATION APPARATUS	466849	11/1/84	1220712	4/21/87	40/12/4	
SHC-014	European Patent Office	980038	000	024	ULTRASONIC SEPARATION APPARATUS	84303338.2	5/17/84	0144114	4/13/88	\$/17/04	Belgium, Switzerland, Germany, France, United Kingdom, Italy, Netherlands, Italy
SBC-014	Japan	980028	0	040	ULTRASONIC SEPARATION APPARATUS	59134042	6/28/84	1595408	04 <i>0151</i> 21	6/28/04	
3BC-014	United States of America 980058	850086 #	300	015	ULTRASONIC SEPARATION APPARATUS	548053	11/2/83	4491491	1/1/85	11/2/03	Counter Cut-Off Ultresonic Knife System
SBC-015	Australia	980038	9	600	INNERSPRING CONSTRUCTION	J353 <i>5/</i> 84	9726/84	577545	3/2/89	9/26/04	
SBC-012 SBC-013	Belgium	850086	400	215	INNERSPRING CONSTRUCTION	84306855.2	10,9/84	0154076	4/18/90	10/9/04	
\$BC-015	Canada	980038	400	013	INNERSPRING CONSTRUCTION	464467	10/2/84	1220289	47/87	477/04	

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8BC-015	Burupean Patent Ollive	980058	400	120	UNUERSPRING CONSTRUCTION	843068552	10/9/84	0154076	4/18/90	10/9/04	Belgium, Germany, France, U.K., Italy, Lusembourg, Netherlands
SBC-015	France	980058	00	216	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0134076	4/18/90	10/9/04	
SBC-015	Germany	980058	400	219	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	3481968-1	4/18/90		
SBC-015	Italy	980038	0	217	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0154076	4/18/90	10/9/04	
SBC-015	ीक्ष्य	980058	400	933	INNERSPRING CONSTRUCTION	59-233047	11/5/84			8/29/90	
8BC-015	Luxembourg	980058	0 0	221	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0154076	4/18/90		
SBC-015	Mexico	980058	400	94	INNERSPRING CONSTRUCTION	204334	2/14/85	163213	3/10/92	2/14/05	Next set of armitties due in 2001
SBC-015	Netherlands	980058	00	218	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0134076	4/18/90		
SBC-015	Spain	980058	90	047	UNNERSPRING CONSTRUCTION	541.116/5	3/8/85	541.116/5	3/5/86	3/5/06	
SBC-015	8 pain	850086	. 60	048	INNERSPRING CONSTRUCTION	5513782	1/29/86	551378/2	8/14/86	90/67/1	
SBC-015	United Kingdom	980058	400	220	INNERSPRING CONSTRUCTION	84306855.2	10/9/84	0154076	4/18/90		
SBC-015	United States of America 980058	850086	300	910	INNERSPRING CONSTRUCTION	586867	3/9/84	4578834	4/1/86	3/9/04	11MB Construction (Strings Glued Together)

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ChendRef	CountryNerne	CAM Number			Title	ApplNamber	FUIbste	PatNumber	(st Dale	ExpDate	Remarko
SBC-016	Australia	980058	004	900	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	47318/85	9/10/85	582187	68/87/1	9/10/05	
SBC016	Austria	980058	400	600	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	A204/86	1/28/86	396100	5/25/93	90/87/1	
SBC-016	Belgium	980038	400	191	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	318/05	
8BC-016	Canada	980058	400	015	METHOD AND APPARATUS FOR MANUFACTURING INNER SPRING CONSTRUCTIONS	481118	5/9/83	1234685	4/5/88	4/3/03	
\$BC-016	European Patent Office	980058	400	022	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	85301642.6	3/8/85	0155158	7/4/90	3/8/05	Belgium, Germany, France, U.K., Haby, Luxemburg, Netherlands
SBC-016	France	980058	400	163	METHOD AND APPARATUS FOR MANIFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	9155158	7/4/90	3/8/05	
SBC-016	Germany	980058	94	791	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	3578503	7/4/90	3/8/05	
\$BC-016	ltaly	980058	400	165	METHOD AND APPARATUS FOR MANUPACTURING INDERSPRING CONSTRUCTION	85301642.6	3/8/85	0155158	7/4/90	3,8,05	

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ClemRef	CountryName	CAM Number			Title	ApplNumber	FUDate	PatNumber	LssDate	ExpDate	Kemarks
8BC-016	unday	980038	400	037	METHOD AND APPARATUS FOR MANUPACTURING INNERSPRING CONSTRUCTIONS	60-102519	5/14/85	1598745	1/28/91	5/14/05	
SBC-016	Luxembourg	980038	400	166	METHOD AND APPARATUS FOR MANUFACTURENG INNERSPRING CONSTRUCTION	85301642.6	3/8/85	8515810	7/4/90	3/8/05	
SBC-016	Mexico	980058	400	M	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	206378	8/11/82	163932	6/29/92	871/05	Next sol of enswittes due in 2001
3BC-016	Netherlands	980058	400	167	METRIOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	83301642.6	3/8/85	0155158	7/4/90	3/8/05	
SBC-016	New Zealand	980038	400	046	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	211505	3/19/85	211505	10/27/87	3/19/01	
SBC-016	Spain	980058	00+	049	METHOD AND APPARATUS FOR MANUFACTURING INMERSPRING CONSTRUCTIONS	543,688	5/30/85	543.688	3/4/86	3/4/06	
SBC-016	()nited Kingdom	980038	400	164	METHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTION	85301642.6	3/8/85	0153358	7/4/90	3/8/05	
\$BC-016	United States of America 980058	980058	300	017	NETHOD AND APPARATUS FOR MANUFACTURING INNERSPRING CONSTRUCTIONS	695311	1/28/85	4566926	1/28/86	3/9/04	HMB Assembly Machine

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Cheather	CountryName	CAM Number		.	TUk	AppiNumber	VIIDate	PadNamber	IsaDate	ExpDate	Remarks
SBC-017	United States of America 980058		300	8 8	APPARATUS FOR MANUFACTURING POCKETED COIL SPRINGS	685573	12/24/84	4363046	1/2/1/86	12/24/04	Adjusteble Utrasonic Stands for Utrasonic Coiler
SBC-018	Canada	980028	004	810	THERMALLY WELDED SPRING POCKETS	301671	47178	1071335	2/3/80	2/5/97	
SBC-018) span	980038	400	860	THERMALLY WELDED SPRING POCKETS	48680/78	4124/78	1094844	477182	4/24/98	
SBC-018	Spain	980058	0 004	020	THERMALLY WELDED SPRING POCKETS	540710	276/85	295796	11/10/87	112610\$	
SBC-018	United Kingdom	980038	400	054	THERMALLY WELDED SPRING POCKETS	1523078	81/81/8	1586909	18/2/05	4/18/98	
SBC-018	United States of Armerica 980058		300 0	610	THERMALLY WELDED SPRING POCKETS	947545	81/Z/01	4234983	11/25/80	1 1/25/97	Utra Sonically Welded P.C. Strings
SBC-019	United States of America 980038		300 0	020	UPHOLSTERY COIL TRANSFER MECHANISM	829218	111111111111111111111111111111111111111	4165808	8/28/79	8/31/97	Coil TRansfer Mochanism
SBC-020	United States of America 980058		300	021	PLATFORM BED	837392	9/18/TT	4106138	8/121/8	75826	Matform Bod
SBC-021	France	980058	400	028	PXCKETED SPRING ASSEMBLY	800\$875	3/17/80	1451729	11/2/1/80	3/17/00	
SBC-071	United States of America 980058		36	023	POCKETED CUIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM	354482	68/61/9	4986518	16/22/1	80/61/9	Barly Side Seal Divisional

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ClientRef	CountryName	CAM Number	اي		True	ApplNumber	FillDate	Pathumber	Sabate	Expusie	Kenakks
8BC431	United States of America 980058	980058 R	300	072	METHOD FOR PROVIDING POCKETED COIL STRINGS HAVING A FLAT OVERLAP SIDE SEAM OVERLAP SIDE SEAM	205920	6/13/88	4854023	8/8/86	6/13/08	Early Side Seal
9BC 023	United States of America 980038	ca 980058	300	025	MATTRESS OR CUSHION SPRING ARRAY	295063	1/9/89	4895352	1/23/90	86,62/1	Molded Plastic Bellows-Type Coils, Lapsed 1/23/98 for failure to pay maintenance fee
SBC-024	Capada	980038	400	190	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL	2047438-6	16/61/1	2047438	3/4/97	7/(9/1)	
8BC-024	Strae!	980058	400	031	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	91 (00)	18/97/21	100316	3/9/94	1132/211	
8BC-024	ीक क	980058	9	600	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	3321598	12/5/91				
8BC-024	United States of America 980058	ica 980058	300	041	METHOD AND APPARATUS FOR MAKING A SERIES OF POCKETED COIL SPRINGS	003259	1/12/93				E.T.I. Infeed System
SBC-024	United States of America 980058	ica 980058	300	039	METHOD AND APPARATUS FOR POCKETED COIL CONSTRUCTION HAVING IMPROVED TRACKING CHARACTERISTICS	424552	4/17/95	5509887	4/73/96	4/23/13	E.T.I. Infeed System (Con- Div)
SBC-024	United States of America 980038	nica 980058	300	976	APPARATUS FOR COMPRESSING A SPRING	637290	1/3/91	5186435	2/16/93	11)(2/11	E.T.I. Coiler Inquovements
SBC-013	Belgiun	850086	400	168	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8 F	16/1/4	453363	12/20/95	4/17/11	

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CleotRef	CountryNume	CAM Number	er.		11/16	ApplNumber	PilDate	PatNumber	TuDate	ExpDate	Remarks
BBC-025	Demak	980038	400	170	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	16/1/1/1	453363			
SI3C-025	European Paient Office	980038	6	990	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/95	11/2/11	Active in Belgium, Dennark, Germany, Spain, France, Italy, Sweden and the U.K.; annuities paid by Cabinet Weinstein
SBC-015	Finland	850086	9	025	BEDDING CONFIGURATION HAVING VARUABLE SUPPORT CHARACTERISTICS	998116	4/17/91	95197	96/01/i	11/21/0	
SBC-025	Finland	980038	400	120	BEDDING CONFIGURATION HAVING VARLABLE SUPPORT CHARACTERISTICS	942506	5/25/94				Anwities being paid by Cabinet Weinstein
8BC-025	France	980058	6	174	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	16/11/91	453363	1220/95	4/17/11	
\$BC-025	Germany	980038	400	169	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	16/11/91	691 [5549	12/20/95		
8BC-025	Hong Kang	8\$0086	400	197	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACT BRISTICS	98107173.7	8017198				
SBC-025	lacal	980038	004	030	HYBRID MATTRESS INCLUDING MEDIAN AIR SUPPORT	97858	4/16/91	97858	11/27/94	4/16/11	
SBC-025	ttaty	980058	400	173	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/95	4/17/11	
\$BC-025	Мехію	980038	400	440	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	025396	16/1/17	176900	12/16/94	4/1/11	Next act of amuities due in 2001

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ClentRef	CountryName	CAM Number			TWe	ApplNumber	FADate	PatNumber	IsaDate	ExpDade	Kennarks
SBC075	Spain	850086	1 00+	171 171	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	2029982	12/20/95	11//11#	
8BC-025	Sweden	980086	400	175 H	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/95	4/17/11	
3BC-025	United Kingdom	980038	400	172	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	91401022.8	4/17/91	453363	12/20/93	4(17)11	
SBC-025	United States of America 980038		300 0	027	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	510692	4/18/90	5105488	421/92	4/18/10	Serpentine Air Support
8BC-025DIV	Belgum	980058	400 2	200	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0101190	1/1/98		
SBC-025DIV	Dennark	980058	400	20.	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0101190	7/1/98		
SBC-025DIV	European Pateni Office	980058	96	070	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0101190	7/8/98	16/1/91	Active in Belgium, Germany, Donnask, Spain, France, Italy, Sweden and the U.K.; amulites paid by Cabinet Weirstein
SBC-025DIV	France	980058	600	202	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0101190	7/11/78		
8BC-025DIV	Germany	850086	400	203	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94206667.7	4/17/91	69129703	1/1/98		
SBC-025DIV	Hong Kong	980058	400	212	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS						

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SBC-025DIV	Italy	980038	400	204	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/[7/9]	0101190	86/1/L		
8BC-025DIV	Sweden	980058	400	205	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	4/17/91	0611010	11198		
SBC-025DIV	United Kingdon	980058	400	206	BEDDING CONFIGURATION HAVING VARIABLE SUPPORT CHARACTERISTICS	94200667.7	186114	0101190	86/1/2		·
8BC-026	United States of America 980058	u 980058	2	029	BOX SPRING CORNER Support	934206	8/21/92	5265291	11/30/93	11/22/01	Box Spring Plastic Corner
8BC-076	United States of America 980058	a 980058	300	028	BEDDING SYSTEM INCLJIDING SPRING HAVING LIMITING MEMBRANE	781347	16/22/91	5163125	11/24/92	10/22/11	Plactic Box Spring
8BC-027	United States of America 980058	980058	300	030	MATTRESS HAVING 2-FLY MOISTURE HARRIER AND REPLACEABLE UPHOLSTERY	025011	3/1/93	5311624	5/17/94	377/13	Moisture Resistant Mattress Construction/Retal a Center
SBC-017	United States of America 980058	# 98005 8	300	4	MATTRESS HAVING 2-PLY MOISTURE BARRIER AND REPLACEABLE UPHOLSTERY	243157	5:16/94			9611715	Moisture Resistant Medress Corestruction/Rent a Center
SBC:078	[srae]	850036	400	020	FLOTATION SYSTEM INCLJIDING IMPROVED LOCKING FEATURES	100517	12/26/91	100517	6/16/95	1226/1	
8BC-028	Japan	980038	400	970	FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FEATURES	4-51311	3/10/92				

CleatRef	Country Name	CAM Number	1		Title	ApplNumber	Fillbate	PatNumber	IrsDete	ExpDete	Remarks
\$BC-028	United States of America 980058	1 980058	360	031	FLOTATION SYSTEM INCLUDING IMPROVED LOCKING FRATURES	673203	3/21/91	5144707	9/8/92	11/176	Fosm Perimeter Flotation System Using Veleno Fæsteners
SBC-028	United States of America 980058	980058	300	033	FLOTATION SYSTEM INCLUDING IMPROVED CUSHIONING AND SUPPORT FEATURES	961273	10/14/92	5285541	2/15/94	2/15/98	Flotation Tray Design with Flauge; lapses 2/15/98 for non-payment of maintenance foe
8BC-028	United States of America 980038	a 980038	300	032	FLOTATION SYSTEM WITH LINER TRAY	850480	3/12/92	5245716	9/21/93	16/17/8	Flotation Tray with Flat Edges
8BC-029	France	980038	400	970	CONVERTIBLE BED	8412209	8/1/84			11/12/87	
\$BC-029	United States of America 980058	8 980058	300	034	CONVERTIBLE BED	872338	98/6/9	4803742	2/14/89	90/6/9	Slide-A-Bed
SBC-030	Australia	980038	400	003	FLOTATION MATTRESS	5018879	8172718	530149	12/8/83	8/22/89	
SBC-030	Canada	980038	90	110	FLUTATION MATTRESS	334859	8/31/79	1103818	18/67/9	86,23198	
SBC-030	European Patent Office	850036	60	020	WATERBED MATTRENS	79501788.0	8/31/79	0008930	2/1/84	86 86/ 12/ 80	Austria, Switzerland, West Germany, France, Italy, Netherlande, Sweden - all lapsed for failure to pay 1988 ammity, U.K. Ispsed for failure to pay 1991 ammity
SBC-030	Japan	980058	400	034	FLOTATION MATTRESS	54110533	9/4/81	1095571	4,27/82	9/4/88	Bapired for faiture to pay 8th year armuity
SBC-030	Taiwan	980038	9	052	FLOTATION MATTRESS	6924586	8/29/79	14453	6/1/81	16/11/91	
SBC-030	United States of America 980058	m 980058	300	035	FLOTATION MATTRESS	939049	871178	4145362	1/20/81	86/1/6	Water Coil

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CtlentRef	CountryNume	CAM Number			Title	ApplNamber	FiliDate	PatNumber	Ly Darte	ExpDate	Remarks
SBC-030	Venezuela	980038	Ş	055	FLOTATION MATTRESS	162479	87.11.678	44911	2/8/87	3/8/97	
8BC-031	Australia	980058	400	90	HYBRID FLOTATION MATTRESS HAVING PROTECTIVE WATERPROOF LINER	7874081	12/12/81	544327	11/21/85	1872/186	
SBC-031	Canada	980088	90	012	HYBRID FLOTATION MATTRESS HAVING PROTECTIVE WATERPROOF LINER	39313R	12/23/81	711671177	5/8/84	10/8/5	
SBC-031	United States of America 980058	ca 980058	300	036	FLOTATION MATTRESS	939050	8/11/8	4245363	1/20/81	86/1/6	Water Bod w/Two Coils in Border
3BC-032	United States of America 980058	ca 980058	300	037	MATTRESS FOUNDATION	616090	11/28/75	4012802	זחבנונ	3/22/94	Reionforced Box-Spring Foundation • Coils and Module
SBC-033	United States of America 980058	ca 980058	300	038	MATTRESS OR CUSHION SPRING ASSEMBLY	622886	10/16/75	4051567	10/4/77	10/4/94	Wire-Tied Assembly with Reinforced Spring Edge
SBC-034	United States of America 980058	ca 980058	300	039	PROCESS FOR MANUFACTURING FIRE. RETARDANT COTTON FELT	503106	914774	3968541	7/13/76	1/13/93	Fire-Retardard Cotton Felt
SBC-035	United States of America 980058	ca 980058	300	0,	SOFA BED WITH MATTRESS LONGITUDINALLY COMPRESSED FOR STORAGE AND METHOD	254168	4/14/81	4378609	4/5/83	4/14/0]	Hide-A-Bed Mechanism
SBC-036	Austrilie	350036	400	104	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	13562/93	12/29/94			16/17/1/9	
3BC-036	Canada	980058	9	103	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	2189549	12/29/94			12/29/14	

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ClentRef	CountryNume	CAM Number	ber		Tille	ApplNumber	Filbate	PatNumber	InsDate	BapDate	Remarks
8BC-036	European Palent Office	850086	004	180	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES						
SBC-036	Mexico	8500286	400	790	METHOD AND AFPARATUS FOR MANUFACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING TRANSFER						Application not filed per Saul Gonzalez of Girupo due to Inte instructions and priority date was missed
SBC-036	Patent Cooperation Treat 980058	u 980038	400	058	METHODAND APPARATUS FOR MANUFACTURING MATTRESSES	PCT/US94/14996	12/29/94				Potered national stage in Australia, Canada and Russi
SBC-036	Russian Federation	980058	400	105	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES	%123133	12/29/94	·		12729/14	
SBC-036	United States of Amaica 980058	P80058	300	058	METHOD AND APPARATUS FOR MANUPACTURING MATTRESSES OR BOX SPRINGS INCLUDING IMPROVED SPRING	08/466061	\$6/9/9				Otis Brush (Abandored)
8BC-036	United States of America 980058	a 980058	300	042	METHOD FOR MANUFACTURING MATTRESSES OR BOX SPRINGS, INCLUDING IMPROVED SPRING TRANSFER	238814	5/6/94	3471725	12/5/95	5/6/14	Otis Brush
8BC-037	Australia	880086	400	103	CONDITIONING POCKETED COLL SPRINGS	15963195	12/30/94			12/30/14	
SBC-037	Carracia	980058	00	108	CONDITIONING POCKETED COIL SPRINGS	2197647	12/30/94			12/30/14	
SBC-037	China	980058	400	109	CONDITIONING POCKETED COIL SPRINGS	94195182.0	12/30/94			12/30/14	

7.07-15											
CUEBUNE	Combyname	CAM Namber			Title	ApplNumber	FUDate	Pathumber	Las Decte	ExpDote	Remarks
SBC-037	Czech Republic	980058	400	911	CONDITIONING POCKETED COIL SPRINGS	PV461 <i>197</i>	12/30/94			1730/14	
SBC-037	Buropean Paletii Oliice	980028	400	8	CONDITIONING POCKETED COLL SPRINGS	95907953.4	12/30/94			12/30/14	
8BC-037	Hong Kong	980058	004	207	CONDITIONING POCKBTED COLL SPRINGS						
SBC-037	Hungary	980058	400	Ξ	CONDITIONING POCKETED COIL SPRINGS		12/30/94			12/30/14	
SBC-037	Japan	980038	400	112	CONDITIONING POCKETED COIL SPRINGS	8-507273	12/30/94			12/30/94	
SBC-037	Мехісо	980058	400	690	MRTHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	931328	86/6/8			89/15	Exam roquested and first amudies paid; nest arnuities due upon grant
SBC-037	Patent Cooperation Treat 980058	1 980058	400	059	METIIOD & APPARATUS FOR CONDITIONING POCKETED COIL, SPRINGS	PCT/US9 4/14891	12/30/94				Entered national phase in Cenada, China, EPO, Hungary, Rusaia, Czech, Australia, Poland and previously filed in Mexico
SBC-037	Poland	980058	9	113	CONDITIONING POCKETED COIL SPRINGS	318645	12/30/94			12/30/14	
SBC-037	Russian Federation	850086	00	1.4	CONDITIONING POCKETED COIL SPRINGS	97102733	12/30/94			12/30/14	
SBC-037	United States of America 980058	800058	300	057	METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	461111	86/8/9	5553443	96/01/6	8/15/14	Weld Method Using Indexed Jaw (Div)
SBC-037	United States of America 980058		300	043	METHOD AND APPARATUS FOR CONDITIONING POCKETED COIL SPRINGS	08/304921	8/15/94	5572853	11/12/96	8/15/14	Heat Treating (Method and Apparatus)

Cherither	ComstryName	CAM Number			Tiel						
	W				1108	Applinumber	FUDate	PatNumber	IscDute	ExpOnte	Remarks
SBC-038	Austrija	980058	400	660	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	15516/95	1273/94			472597	
SBC-018	Canada	980038	004	860	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	2185526	12/19/94			12/24/14	
8DC-038	European Patent Office	980058	400	082	METHOD & APPARATUS FOR MANUFACTURING MATTRESSES & BOX SPRINGS	95907213.3	12/19/94			12/29/14	
SBC-038	Hong Kong	980058	99	208	METHOD AND APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS						
SBC-038	Japan	980038	400	960	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	524010/95	12/19/94			12/29/14	
SBC-038	Korea, South	980038	400	\$60	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	705061/96	12/29/94			12/29/14	
SBC03	Mexico	980038	8	964	APPARATUS FOR MANUFATURING MATTRESSES AND BOX AND BOX SPRINGS	951320	3/13/95			3/13/15	Exam requested and amouties paid; next ananity the upon grant.
SBC-038	Palent Coopenation Treat 980058	1 980058	400	090	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	PCT/US94/14430	13/29/94				Eittered national phase in Poland, S.Korea, Japan, Rusaia, Australia, Canada, previously filed in Mexico

PEEL: 1815 FRAME: 0089

ChentRef	CountryName	CAM Number	_		THE	ApplNumber	FIIDate	PatNumber	InDate	ExpDate	Remarks
SBC-038	Polund	980058	400	094	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	316310	12729/94			1279/94	
SBC-038	Russian Foderation	980038	400	097	APPARATUS FOR MANUFACTURING MATTRESSES AND BOX SPRINGS	96121926	1229/94			12/29/14	
SBC-038	United States of America 980058	980058	300	8	APPARATUS FOR MANUFACTIRING MATTRESSES AND BOX SPRINGS	212235	3/14/94	5444905	\$6/67/8	3/14/14	Jack Shaft/Coiler Head Improvements
SBC-039	United States of America 980038	980058	300	046	ADJUSTABLE LUMBAR SUPPORT FOR FLOTATION SYSTEMS	110890	8/24/93	5353454	10/11/94	86/11/01	Flotation Tray System
SBC-040	Australia	980038	400	<u> </u>	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS	24753/95	\$6/\$/\$			16/07/97	
SBC-0 40	Canada	980058	400	102	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERISTICS	2189533	5/5/5			5/5/15	
SBC-040	European Palent Office	980058	004	200	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERSTICS						
SBC-040	Patent Cooperation Treat 980038	at 980038	94	074	INNERSPRING CONSTRUCTION INCLUDING PAPROVED EDGE CHARACTERISTICS	PCT/US95/05701	\$6/\$/\$				Enterod national phase in Russia, Australia and Canada

CheatRef	CountryName	CAM Number			TIDE	ApplNumber	FIIDate	PatNumber	Ise Date	KupDate	Renarks
8BC-040	Russian Federation	150036	400	901	INNERSPRING CONSTRUCTION INCLUDING INPROVED EDGE CILARACTERISTICS	96123132	5/5/95			5/5/15	
3BC-040	United States of America 980058	980058	300	047	INNERSPRING CONSTRUCTION INCLUDING IMPROVED EDGE CHARACTERISTICS CHARACTERISTICS	238835	5/5/94	5499414	3/19/96	5/5/14	Tersion Bar Edge Support
8BC-041	European Patent Office	9800086	400	115	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING INNERSPRING CONSTRUCTIONS	95906589.7	12/30/94			12/30/94	
SBC-041	Hong Kong	980058	400	209	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTIONS						
SBC-041	Μενίσο	980058	400	965	METHOD & APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	953772	8/31/95			8/31/15	Exam requested and emutics poid; next annuity due upon grar!
SBC-041	Patent Cooperation Treat 980058	at 980058	4 00	190	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING CONSTRUCTION	PCT/US94/13266	12/30/94				Hittered national plane in BPO, previously filed in Mexico
SBC-041	United States of America 980058	ca 980058	300	048	METHOD AND APPARATUS FOR PROVIDING IMPROVED POCKETED INNERSPRING INNERSPRING CONSTRUCTION	08/302417	9/8/94	\$621933	401197	9 1/8/1 ♦	Chevron

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CllentRef	CountryName	CAM Namber			TWe	ApplNamber	FilDale	PalNumber	[selbate	ExpDate	Remarks
SBC-042	Cenada	980058	004	890	INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FOR MANUFACTURING SAID CONSTRUCTION	2026822	06/8/01	2026811	9/12/95	10/2/10	B'Lines palent
SBC-042	United States of America 980058	980038 F	300	049	EONSTRUCTION FOR MATTRESSES, CUSHIONS, AND THE LIKE AND PROCESS FR LIKE PROCESS FOR MANUFACTURING SAID CONSTRUCTION	484801	2726/90	5016305	18/12/5	01/92/2	B'Linea Finished Pocketed Coil Construction
8BC-043	Ceneda	850086	400	690	METHOD AND APPARATUS FOR ASSEMBLING INNERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS OR THE LIKE	2026817	10/3/30	2026817	8/8/95	10/3/10	FLines patent
SBC-043	United States of America 980058	986058	300	050	METHOD AND APPARATUS FOR ASSEMBLING INVERSPRING CONSTRUCTION FOR MATTRESSES, CUSHIONS AND THE LIKE	48 48 49	2726790	5126004	6/30/92	0175610	B1 inea Pocketed Coil Assembly
8BC-044	Patent Cooperation Treat 980058	ant 980058	400	075	KNOCK DOWN MATTRESS SYSTEM	PCT/US95/10257	8/11/95				Did not enter the national stage
SBC-044	Sprin	980038	400	051	POCKETED SPRING ASSEMBLY	195797	1/31/36	295797		11/16/95	
SBC-044	United States of America 980058	ca 980058	300	051	KNOCK DOWN MATTRESS SYSTEM	08/398227	3/3/95	5557813	9/24/96	3/3/15	KD Mattress
8BC-045	Pateral Cooperation Treat 980058	eal 980058	400	620	KNOCK DOWN FOUNDATION PCT/US95/09920 FOR A BED	PCT/US95/09910	80178				Did not enter the national phase

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ClentRef	CountryName	CAM Number	12		TEDA	Applicumber	FUDste	PatNumber	[54] Date	ExpDate	Reasuries
SBC-045	United States of America 980058	• 980058	300	052	KNOCK DOWN FOUNDATION 399167 FOR A BED	199167	3/1/95	5469589	11/28/95	3/2/15	KD/RTA Foundation
3BC-046	United States of America 980058	* 980058	360	053	COILER APPARATUS						Coilor Lap Seal; Diackssure dropped per client
SBC-047	Australia	980058	400	140	MULTIPLE FIRMNESS MATTRESS	35903/95	9/13/95	695946		9/15/17	
SBC-047	Brzil	980058	400	14.	MULTIPLE FIRMNESS MATTRESS	P19510583.2	9/15/95			11/51/6	
SBC-047	Canada	980038	400	142	MULTIPLE FIRMNESS MATTRESS	2223750	9/15/95			71/5/1/2	
3BC-047	China	980058	4 00	143	MULTIPLE FIRMNESS MATTRESS	95197916.7	9/15/95			21/51/1	
SBC-047	European Palent Office	980038	400	148	MULTIPLE FIRMNESS MATTRESS	95933129.9	9/15/95			21/51/2	
SBCO47	Hong Kong	980038	400	210	MULTIPLE FIRMINESS MATTRESS	981 10645.1	9/16/98				
SBC-047	Ուրո	980058	90	144	MULTIPLE FIRMNESS MATTRESS	534022/1996	9/15/95			71/51/6	
SBC-047	Korea, South	980028	400	147	MULTIPLE FIRVINESS MATTRESS	168101-16	9/15/95			71/5/1/6	
SBC-047	Мехісо	980058	400	145	MULTIPLE FIRMNESS M ATTRESS	978599	9/13/95			71/51/6	
SBC-047	Palent Cooperation Treat 980058	980058	400	080	MULTIPLE FIRMINESS MATTRESS	PC17US95/11785	9/13/95				
SBC-047	Russian Federation	980058	60	7	MULTIPLE FIRMNESS MATTRESS	97120508	56/51/6			9/15/17	
SBC 047	United States of America 980058	·# 980058	300	054	MULTIPLE FIRMNBSS MATTRESS	08/438888	\$/10/95				Mulüple Furrmess
										17	

ChentRef	CountryName	CAM Number			Wile	ApplNumber	PulDate	PatNuraber	[saDate	ExpDute	Remarks
SBC-048	Australis	980058	400	49	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	96/19019	96999	689724	7/16/98	91/9/9	
SBC-048	Bangladeah	980058	400	180	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	65/96	6/1/96				
SBC-048	Brazil	980038	400	150	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P19609004-9	96/9/9			91/9/9	
SBC-048	Canada	980038	400	151	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	2223799	96/9/9				
SBC-048	China	850086	400	152	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	96196143.0	96/9/9			96/9/9	
SBC-048	Buropean Patent Office	980058	8	99	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	96918383.9	96/9/9			90/9/9	
SBC-048	Hong Kong	980058	400	211	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	98111031.1	9/28/98				
SBC-048	India	980038	400	980	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	1244/DBL/96	96/1/9				
SBC-048	[aex]	980058	400	154	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	122402	96/9/9				
SBC-048	Japan	980058	400	153	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKBTED SPRINGS	201957/1997	96/9/9			91/9/9	

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REEL: 1815 FRAME: 0094

ClentRef	CountryName	CAM Number			Title	ApplNumber	Filbate	PalNamber	ls. Date	ExpDete	Remarks
SBC-048	Kores, South	980058	904	158	METHOD AND APPARATUS FOR FORMING STRINGS OF FOCKETED SPRINGS	97.708896	961919		A CONTRACTOR OF THE CONTRACTOR	6/16/16	
SBC-048	Malaysia	980058	400	092	METHOD AND APPARATUS FOR FORMING STRINGS OF FOCKSTED SPRINGS	9601289	96/9/9				
SBC-048	Mexico	980058	9	155	MRTHOD AND APPARATUS FOR FORMING STRINGS OF POCKETBD SPRINGS	979661	96/9/9			91/91/9	
3BC-048	Pakistan	850036	400	080	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	0352/96	96,319	135320		6/6/16	
SBC-048	Patent Cooperation Treat 980058	8 9800 S 8	400	085	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PCT/U396/09700	6/5/96				
SBC-048	Philippines	980058	400	160	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	53325	96/9/9				
SBC-048	Poland	980038	400	156	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	323733	96/9/9			91/9/9	
SBC-048	Russian Federation	980038	400	157	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	98100095	96/9/9			6/16/16	
SBC-048	Tainan	980058	400	088	METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	85107258	96/17/96			911/11/9	

DOHO-HACI 24 PTRADEMARKO REEL: 1815 FRAME: 0095

CheatRef	CountryNume	CAM Number	L		Title Ap	ApplNumber	FIIDate	PatNumber	IssDate	BrpDate	Resourts
SBC-048	Thailend	980058	400	093 A	METHOD AND APPARATUS (3) FOR FORMING STRINGS OF POCKETED SPRINGS	031808	96/9/9		The second secon	90/9/9	
SBC-048	Ukraine	980058	400	159 A	METITOD AND APPARATUS 98 FOR FORMING STRINGS OF POCKETED SPRINGS	98010038W	96/9/9				
SBC-048	United States of America 980058	980058	300 0	055 N	METHOD AND APPARATUS 08. FOR FORMING STRINGS OF POCKETED 8PRINGS	08/478915	67195	5613287	1,2,59,7	67/13	Side Scal
SBC-049	Austribi	980058	400	129 h	METHOD OF PACKAGING 33 RESILIENTLY COMPRESSIBLE ARTICLES	33654/95	8/14/95			8/14/15	
SBC-049	Brazil	980038	400	130 %	METHOD OF PACKAGING PERESSIBLE ARTICLES	P19510568-9	8/14/95			8/14/10	
SBC-049	Carada	980058	400	N 161	METHOD OF PACKAGING RESULENTLY COMPRESSIBLE ARTICLES	22]7645	8/14/95			8/14/15	
SBC-049	China	980038	400	132 4	METHOD OF PACKAGING 95 RESILIENTLY COMPRESSIBLE ARTICLES	95197864.0	8/14/95			8/14/13	
SBC-049	European Patent Office	980038	400	139)	METHOD OF PACKAGING 95 RESILIENTLY COMPRESSIBLE ARTICLES	95930176,3	8/14/95			8/14/15	
SBC-049	Hong Kong	980058	400	861	METHOD OF PACKAGINO 98 RESILJENTLY COMPRESSIBLE ARTICLES	98109113.6	7/13/98				
SBC-049	कियी	850086	400	133)	METHOD OF PACKAGING RESILIENTLY COMPRESSIBLE ARTICLES		8/14/95			8/14/15	

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REEL: 1815 FRAME: 0096

ChestRef	CountryName	CAM Number	*		Tilk	ApplNumber	FilDark	PaiNumber	lasDate	Explate	Remarks
SDC 649	Japan	980058	400	134	METHOD OF PACKAGING 5302 RESILIENTLY COMPRESSIBLE ARTICLES	330265/1996	8/14/95			8/14/15	
SBC-049	Korea, South	980058	400	138	METHOD OF PACKAGING 97-7 RESILIENTLY COMPRESSIBLE ARTICLES	97-706949	8/14/95			8/14/15	
SBC-049	Μετίσο	980058	400	135	METHOD OF PACKAGING 977612 RESILIENTLY COMPRESSIBLE ARTICLES	512	8/14/95			8/14/15	
SBC-049	Patent Cooperation Trust 980058	u 980038	400	078	METHOD OF PACKAGING PCT RESILIENTLY COMPRESSIBLE ARTICLES	PCT/US95/10366	8/14/95				Authorized to file before 10/4 in Australia, Brazil, Crauda, Poland, Israel, Mexico, China, Japan, S. Korea, BPO and Russia; Debra Negley to
SBC-049	Poland	980058	400	136	METHOD OF PACKAGING 322685 RESILIENTLY COMPRESSIBLE ARTICLES		8/14/95			8/14/15	Birileon
8BC-049	Russism Federation	980058	400	137	METHOD OF PACKAGING 9711 RESILIENTLY COMPRESSIBLE ARTICLES	97118604	8/14/95			8/14/15	
8BC-049	United States of America 980058	a 980058	300	0\$6	METHOD OF PACKAGING 416065 RESILTENTLY COMPRESSIBLE ARTICLES		4/4/95				Vacuum Packaping
SBC-049	United States of America 980058	A 980058	300	990	METHOD OF PACKAGING 08/9 RESILJENTLY COMPRESSIBLE ARTICLES	08/919655	878.97			878/17	Vacoum Packaging Reiseue
SBC-049	United States of America 980058	₽ 980058	300	950	METHOD OF PACKAGING 694803 RESILIENTLY COMPRESSIBLE ARTICLES		96/6/8	5622030	4722/97	4/4/15	Vacrum Packaging

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Chaine	CoentryName	CAM Number			Tille	ApplNumber	Filhate	PatNumber	luDate	RxpDate	Remarks
SBC-050	Argentina	980038	1 004	911	IMPROYED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P970104139	16/01/6			9/10/17	
SBC-050	India	980058	400	=======================================	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	2545/Del/97	76/8/6				
SBC-050	İstel	980058	400	117	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	121723	76/8/6			9/8/17	
3BC-050	Malaysia	980058	400	121	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	P197 04196	9/10/97				
SBC-030	Patent Cooperation Treat 980058	и 980058	400	123	IMPROVED METTIOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	PCT/US97/15303	9/8/97				
3BC-050	South Africa	980058	400	119	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	97/8142	9/10/97	97/8142	861778	9/10/17	
SBC-030	Theiland	980058	400	122	INFROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	039531	9/10/97			71/01/7	
SBC-050	United States of America 980038	980038	300	99	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	08/711484	96/01/6	5749133	5/12/98	9/10/16	Side Seal Improvernद्या

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CheniRef	CountryName	CAM Number			Tttle	Applymater	FilDate	PatNumber	Iss Date	KapDak	Kenarks
8BC-050	Venezuela	980058	400	120	IMPROVED METHOD AND APPARATUS FOR FORMING STRINGS OF POCKETED SPRINGS	16-1281	16/6/6			9/9/17	
SBC-051	Argentina	980058	400	124	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	970104140	16/01/6			6/10/17	
SBC-051	Lstael	850086	4 00	125	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	121722	9,18/97			9/8/17	
8BC-051	Malaysia	980086	400	127	APPARATUS FOR MAITRBSS INNERSPRING CONSTRUCTION	P19704199	76/01/6				
8BC-051	Pateti Cooperation Treat 980058	980058	400	128	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	PCT/US97/15801	26/8/6				
SBC-051	South Africa	980058	90	126	AFPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	97/8147	9/10/97	97/8147	\$17798	9/10/17	
SBC-051	United States of America 980058	980058	300	190	APPARATUS FOR MATTRESS INNERSPRING CONSTRUCTION	08/711540	9/10/96	5746877	8/5/98	91/01/6	Quick Change Pusher Bar
SBC-052	Argentina	980058	400	176	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COLL SPRINGS	P980102549	86/179				
SBC-052	Bahama Islands	980058	00	178	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS						Withdrawn
SBC-032	Bangladesh	980038	000	771	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	77/98	86/7/9				Withdrawn

ILYNAMA CAM Number Title Appilnumber Appilnumber 680038 400 179 METHOD AND APPARATHS	Ember Tüle Applinumber	Title Applinmber	ApplNumber IION AND APPARATIS		E STA	ale a	PatNumber	lssDate	Explate	Remarks
980038 400 179 METHOD AND APPARATUS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	400 179 METHOD AND APPARATUS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	METHOD AND APPARATOS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	HOD AND APPAKATUS MANUFACTURING A IGTH OF CONNECTED XETED COIL SPRINGS			8 2 1 2 9 8 8 1 2 9 8 1 2 9 1				
Colombia 980058 400 180 METHOD AND APPARATUS 9830.700 POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	400 180 METHOD AND APPARATUS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL, SPRINGS	METHOD AND APPARATUS POR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS		9 8 30.700		86/1/9				
Costa Rica 980038 400 181 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	400 181		METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECIED POCKETED COIL SPRINGS							Withdrawn
Crossis 980058 400 182 METHOD AND APPARATUS P980294A FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COLL SPRINGS	400 182 METRIOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COLL SPRINGS	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED FOCKETED COIL SPRINGS		P980294A		5/29/98				Withdrawn
Dominican Rep. 980058 400 183 METHOD AND APPARATUS FOR MANUFACTURING A LANGTH OF CONNECTED COIL.SPRINGS	400 183		METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS							Withdrawn
Bi Salvador 980058 400 184 METHOD AND APPARATUS SNE-63-98 FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	400 184 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS		SNE-63-98		86/1/9				Wibdrawn
HAMI 980058 400 185 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	400 185		METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS							Withdrawn
Hondural 980058 400 186 METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	400 186	981	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS							Widdawn

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						AppiNumber	FUDate	Pathumber	IssDate	KrpDake	Remarks
SBC-052	India	980038	1 004	187	METHOD AND APPATATUS 14 FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	1472/DeV98	6/1/98				
8BC-032	Malaysia	98005 8	400	80	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED COIL SPRINGS	P19802633	6/13/98				
SBC-052	Parame	980058	400	8	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	84523	6/1/9 8				Withdrann
8BC-052	Patent Cooperation Treat 980058	1 980058	400	192	METHOD AND APPARATUS PC FOR MANUFACTURING A LENGTH OP CONNECTED COIL SPRINGS	PCT/US98/11353	5/29/98				
SBC-052	Peru	860086	400	8	METHOD AND APPARATUS 442 FOR A LENGTH OF CONNECTED POCKETED COIL SPRINGS	42	86/1/98				
8BC-052	Philippines	980058	64	<u>s</u>	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS		86/1/98				
SBC-052	South Africa	980058	-	861	METHOD AND APPARATUS 98 FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	98/469.2	84179				
SBC-057	Taiwan	980058	9	194	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	871085 <i>7</i> 7	86/91/9				

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CttentRef	CountryName	CAM Number			Title	ApplNumber	Fülbate	PatNumber	IsaDate	ExpDate	Remarks
8BC-052	Theiland	980038	400	261	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COIL SPRINGS	044157	6/1/98				
SBC-052	United States of America 980058	980038	300	063	INDLYCTION HEATING PROCESS & APPARATUS	08/868120	5730197			\$/30/17	Heat Treating - Pre-Coiling
SBC-052	Venezuela	980058	400	196	METHOD AND APPARATUS FOR MANUFACTURING A LENGTH OF CONNECTED POCKETED COLL SPRINGS						
8BC-053	Patent Cooperation Treat 980058	11 980058	400	213	QUILTED BORDER WINDER APPARATUS AND METHOD		9/18/98				Multi-Stationed Border Winder
SBC-053	United States of America 980058	a 980058	300	062	QUILTED BORDER WINDER APPARATUS AND METHOD	08/941690	16/1/01			10/1/17	Multi-Stationed Border Winder
SBC-054	United States of America 980058	980038	300	490	REVKRSE LAP SBAL						ETI T) pe Lap Seal/Seam - Disclosme dropped per inverdora
SBC-055	Patent Cooperation Treat 980058	at 980058	400	214	IMPROVED REINFORCED BEDDING FOUNDATIONS	KCT/US98/20459	86/67/6				
SBC-055	United States of America 980058	850038	300	065	IMPROVED REINFORCED BEDDING FOUNDATIONS	08/951248	10/16/97			10/16/17	
\$BC-056	United States of America 980058	980058	300	190	METHOD AND APPARATUS FOR ASSEMBLING INVERSPRING CONSTRUCTIONS FOR MATTRESSES CUSHIONS AND THE LIKE	864318	4/6/92	5637178	6/10/97	6/10/14	Ulinea Method
3BC-057	United States of America 980058	ca 980058	300	890	PROTECTIVE MATTRESS COVER	09/109421	17298				
SBC-039	United States of America 980058	850086 W	300	070	IMPROVED MATTRESS PILLOWTOP	09/165937	86/2/01				

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SBC-069	United States of America 980038		300 069 5-Zome Mattres	53						

Annex E: Trademarks

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

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

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1-ha-14	ABTORIA					: :		MATERIAL OF USE DAG 6/20/20-59	29-Jee-92	14/241, 314
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457	Linkyala				10-my-17	2	Main stared	BOX SPATINGS	10-1-4-01	11/349,200
•						2	MAISTENED	Afficant of Mes But 23-May-06/01	17-86y-94	14/521,204
K Co	CANAL DATE OF THE PARTY		20-20-25		20-340-05	2	MEST STEVED	AFFIDAVIT OF USE DUE 6/20/2000-2001 .	M-344-30	70/5330663
YS.	MACHINE MAGNA-PECIC	\$10°.13	16-0ct-13	14-0ct-93	16-0ct-200)	=		en constants	21-Moy-11	12/446.123
¥\$	8 anDave	1, 755, 463	11-T#-12		13-746-04	2	MEGISTERED	AFFIGAVIT OF DEE FUL 2/13/2001-2002	04-PB#-02	14/113
 	MAIPEDIC	916, 136	14-Oct-13	16-0ct-93	16-0ct-03	2	MAISTENED	STATEMENT ON		
Ř	MAIPEDIC LUMBAR SUPPORT	1,034,200	13-5ap-14		11-5ep-2004	:	ACGIBTEMED	AFFIDAVIT OF USE DUE \$/11/1988-2008		
£	PEADOMENON	2.017.734	19-Nov-96		19 - Non - 94	:	PEGIBTENED	S TEAM AFFIDANT COR 19-mov-sees.		
\$	PECPALI ST	2.016.010	16-831-9		04-fab-2007	:	NEGISTENED	Affidavit of use he 2/4/2ms-sees		
z,	al Le	1, 111, .411	11-341-96			2	ABBIRTEMED	AFFIDAVIT OF USE DUE 23-341-61/62	11-11-11	
\$	MINCLEFEDIC	103, 932	14-May-14	94-Apt-91	14-May-04	2	MAISTEME	NO CUPORATE	23-44-12	***
5	PENANCH	513, 431	69-9my-69	13-344-09	09-Aug-09	2	MGISTEMED	Blatteria Qu		
.	COMMON	1, 901, 751	64-741-03		04-Jul-05	*	MEGISTERED	(dure heat Afficavit of the pag 1/4/2000-2001		11//11
<u>ء</u> ٦	MISTIC	1,991,332	94-6mJ-96			2	ACCUSTENCE	AFFEMANT OF USE DUR 6-Bes-61/62	21-444-65	
s F	HER YORKER	578, 002	20-341-53	30-341-93	20-341-03	=	MAISTERE	to at action		
-	MOTHING ENERGIEES IN DAY LINE A BAR ME 1,952,463	HE 1.952.463	N-308-96	,	36-Jee-BE		PEGI BTENED	Affinatit of use burys-las-81/62	13-541-94	,,,,,,,
ر ا	HOTHING PRATES A DAT LIKE A BAR WIGHT	1,016,003			10-301-01	2	REGISTERED	AFFEMALT OF USE DAY 10-May-19/80	01-hor-10	
, F	CANTALL	2,010,233	26-Hor-96		26-Nov-2086	:	MEGI STEMED	5 TEAA AFFIDANIT DUE 24-MUN-3001/2		
, Г/1	OLYMPIC	310, 714	13-Dec-49	13-bec-89	13-0ac-19	2	MAISTENED	EL COMMENTE	19-4-11	11/341.411
Δ1	PANAGOUIT	1, 942, 942	04-3es-89		94 - Jun - 89	:	PEG187 EMED	Girmento cui	17-May-81	1/11
, RI	PARLIAMENT COLLECTION	1, 773, 632	25-Nay-93		25-Ney-03	2	PLG I STENED	Affithers of use the 25-blaz-24/82		
- K	PATIENT PROUF	641, 823	18-14-20	My 2. 1997	July 7, 2067	=	PEGISTINED	NO constants	7	
•	PERROLES	314, 617	23-300-40	23-38-66	23-300-00	:	ACGISTENED	NO CONSTITUTE		21,000
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	PACHTIED COIL					:	PENDING	AMENDED RA	21-14/-15	34/464, 326

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¥S.	POLYCEL	1, 120, 759				3	Present			
4 :4	POSTURE BRILIGE				10-7-0-85	2	PECO STERLE		CAN. TRAS DA	APP. SERIES.
H:A	PRIVAL BAITEST		12-84-61		15-Jun-01	2			23-761-81	73/476.910
436		10000	20-64-35		30-4-5-00				21 - Mars. 15	•
•	FORTH FLER	1,017,656	10-445-01			2	MEGI STENED	D A.O. U. 28-Feb-01/06 - GRID MAT CYMPERS		124, 510
4	POWER FLEE TORSION BAR FOUNDATION AND LAND SAN	M/n 1 cm: 1cm			10-206-01	2	MEGI STERES		10-Per-01	74/416,136
4	PORTA FIRM		56-194-10		84-341-88	2	PEGI STREET	,	15-0ct-92	14/332,963
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₹.	PURPLE LABEL		M-box-rs		13-Aug-84	:	PEGISTERED		1.32	15/398.
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_	RYAL		29-700-00		25-Jen-04	:	PEGITATE SERVICE		15-341-48	11/561,523
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		7.010,017	22-0ct-M	M/A	22-Oct-2004	26. 26		MATT & BUX	23-Dap-16	11/411/11
		1, 106, 707	26-1461-98		31-Mer-2000	:		S TEAM AFFICIANT BUR 21-OCT-1001/2	01-Par-31	74/505, 622
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	"I" Allecons FLOTATION STS. 6 8 DECK.	9 mm. 1,176,241	01-Hov-01		;	~	PENDING	STATEMENT OF MAR BUR ACCESSES FILE IN		4494476
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	SIM-CANE.	794, 301	17-Aug-65	11-had-01		:	MCGI STEMES	NO COMPANY	01-45-10	
	8 IM-CLAD	.61.	100		Ca-bay-	=	NEGI STEMED	MEDICAL CLASS - PATERNY STREETHERS		950'.200/
	BINCO				10-181-10 10-181-18	2	MAISTERED	DECOMATIVE A PERSONAL ASSESSMENT OF THE PERSON NAMED OF THE PERSON	19-20d-40	72/761, 041
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	, , , , , , , , , , , , , , , , , , , ,	1,201,147	13-341-63		13-3-1-62	:	MEGISTERES	CONTRACTOR OF THE PROPERTY OF	10-74-41	11/3/19, 281
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DOMESTIC	DOMESTIC TRADEMARKS		7	JUNE 1, 1998	5					
COMPTENT BRANCE					i	;				
H:A SIN-FIRM		2.639.719				3	Ę	CHARTER	M.10. 9724 M.	
ISA SIMPLEN				:	1-MAY-2001	=	NEGI STEMED	AFFIDAVIT OF USE DUE \$/4/2002-2003	03-Dec-91	2000
P.A. SINGER			19-400-02	20-90-03	20-Hov-87	2	ACCI STENCE	HATTHESE PADDING (PART OF HATTHESS)		74
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CA SIN-GARD	ą	1, 172, 312	M-0ct-01		10-1-1-1	:			30-Apr-56	71/596,052
"A SINCUE		1,027,042	21-Dec-75	21-Dec-04		: :		BLACE-COD COM	10-17-0E	11/112,105
SMOHAIS V:		\$12,319	21-Oct - 34			: :		HARL DECARING EGFT, /STACTCHESA	23-Bap-74	13/312,105
. A:	•	2. 622 A44				2	REGIOTINES	Supplemental Cont. Sec. 1st. Haller Fis.	17-64-48	11/340,074
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is series	CHEST AN ACRES OF THE COLUMN				10-401-01	=	Melottae	NOSPITAL DED ACTESCOLISS	3 4 4 6	
			27-704-13		27-701-03	2	MOISTER	SERVICE 1958. A.O.B. 27-Apr-16/10		AC. 704C./1.
	STATUTE COMMITTEE OF DESIGNATION	235,040	29-Mon-21	26-Hev-07	29-May-07	2	SECTION SECTIONS	The second of th		14/129,610
A SIMON	SINGCHE LUNBAR BUPPORT	1,034,262	11-84-11		13-809-01	2	Part of the Part o		2-17-10	11/1311.011
A SIMONE	SIMPONE PROCESSES FOR PROFIT & DAME.	1,703,036	03-Aug-02		03-heg-03	;		00/10-00-11 TO ARE DOS 11-0-0-10/00	90-76t-90	11/316.00
A SINTORE	•	686,010	19-100-60	19-Apr-00	4-14-1	:		BENVICE MAIN	10-Dec-19	13/242,413
A SLEEP RING	1983	911, 310	16-Mag-58	14-1001-70		: :		NO COMPANY	91-0ct-39	72/496,414
A SUEEF LOGIC	DGIC	2, 101, 915	30-fee-13	!		: :		NO COMPUTES	11-4-4-11	11/345,015
A SLIEP SCIENCE	cities	1, 741, 669	11-61-11			2	MEGI STENED	AFFEDAVIT OF USE DAE 9/36/1802-1963	69-1mr-60	11/401, 412
· SLEEPER	SIZEPENS' CHOICE	410	1 - H- H-	1	10-0 my - 11		Mesi stenes	Affighait of use put 31-Aug-98/99	24-Jul-92	14/111.001
I SLAMER DIEAM	. DECAN	311.344	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		10-mm-5006	* :	MEGISTEALS	singenco on	25-Ney-94	11/6.000
				M-201-17	71-Hov-60	=	MEISTERS		12-Moy-41	21/306 223
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	!	179,550	04-M9M-20	95-A94-20	02 - May - 00	2	MOISTERED	NO CONSTITUTE	12-18-61	
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		1003622	10-Pbr-95		11-161-05		PERIOTENES	APPROPRIES OF MAR AND	M-lest-or	37(3), 310
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ST. PRATEIN	7091139	-0,003,139	26-Aug-97		24-Aug-2001	:		NATIONAL OF USE BURS-Stay-06/01	10-Mar-91	14/400, 921
- ST. STEPNEN	PHER	2,011,130	36-Aug-97		26-Pag-2001	: :		Affinavit of use pur 8/26/2001-2003	78-Aug-96	13/151,210
ST. THENES	2	2003.943	24-24-91			: :		Affidavit of use but 8/26/2002-2003	20-Aug-95	13/153,112
BULTAN		166.360	10-Ber-61		1005-100-41		MEGIETEAED	Affiavit of use but 1-19-2004/2001	20-Aug-94	13/133, 234
	610 010	3			19-M04-61	2	AEGI STENES	NO CONFLINTS	13-141-61	12/167,420
	P. P. Laure				00-41-C		Maistene		15-341-10	11/361,323
			**-		23-3v1-06	:	MEGISTEMED	Afficavit of use out 21-341-61/62	21-848-93	14/110,340
	010 PT 110 PT 010 PT 01	202	:			:	PENDING	STATISHED OF USE THE 11/35/90	20 -May- 93	11/201 013
	THE COLT FIVE BONE SLICES SESTEN				14-Jan-2047	:	MEGISTEMED	S MEAN AFFIDAVIT SUR 14-JAM-2002/S	11-fab-15	14/419,663
	The action to Assett	1, 100, 014	16. bul. at						20-Mov - 91	13/383.414
!			R D - 100 - 20		16-341-05	2	MESISTEMED	HO COMBINS	76-Dec-81	11/413

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		1		MAR MIT FABRIC	11-00-11	:	11-Nar-10	21-Aug-15	15-341-10	20-640-64		00-acH-40	15-Dec-95	67-341-38	23-May-48			16-480-10	10-Dec-90	B1-Apt-98	21-Nay-60	10-761-54	
			COMPLET TO Her Acm	THE PART HARIE TABLE	A.O.U. 16-Jun-97/96 . FULHERATION	order Ci		AITIDATIT OF USE OUR 23-341-61/62	STAGREGATES	AFFIDAVIT OF WER DUR 10/31/2006-2001	Constitution Constitution		S TEAM AFFICANTY DAG 21-DEC-2061/7	IID COMBINE	Statemento ON	FLICTURE CHI		1 124 ATTENTE DE 01-3AN-2002/3	9 TEAR AFFIDAVIT DWR 1/24/2000-2001	AFFIDAVIT OF MS DUE 13-344-84/81	IND CONSTITUTE	Affichalt of was BUE 3/3/2001-2002	
			PEOI STERED		MEGISTENED	MEGISTENES	-			PESISTENES	MOISTERS	400000000		M.O. STENED	MACIETALD	MEAL OTTENED	Ment protects			MEGI STENES	MEGISTENED	MC018TENED	-
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60			11-04-11	16- 24-61		17-Esp-05	23-341-96	M. Ben.		S - 100 - 10	25-4mg-05	24-Dec-04	1			10-17-01	27-306-01	26-260-05			M-194-11		- 130
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•	1045 mm			16-3vs-92			23-341-96	36-Jan-91	31-0et-15		13-E00-CE	21-Dec-96	13-300-59	14-1407-30		10	M-Jee-01	24-300-95	13-300-93	11-Nar-69	03-Mar - 16		14-130-CB
	1	1.143.134		1,695, 150	\$15, 129	ý	1, 101, 365 (550	131,027	1,991291			1,025,433	411,494	572,243	912.941		2,021,020	1615263	1, 696, 953	964,679	1, 939, 612	1, 141, 624	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
WARESTIC TRADEMARKS	THE STATE OF THE S	THERM-QUILT		TRANS-SHOCK (10 De abandoned)	TRAVELER			TAU-CONFORT	TUDOR	ULTA FIF	44		VANDERBILT	JAPON.	MESTHUMTER			WINCHESTER	MINDBOR	MORLD OF SLEEF (Assignment)	MOMLD'S FINEST BEDDING SINCE 1616	001	
A AFRES	CONTRACT SERVE	K :	•	Ę	•	•	•	<	·	- -			_	_	-	1	•	-	*	*		•	

	MAME	Ė	2040 DAME LAST IN			2			1	M.M. CTLANS IN ANY. SERVICE .	3. ALDE	PRESENT ADDRESSARY
UNDORRA (PC)	S-SHARONS DEVICE ("S" & HOUSE)	34	38-Apr-1997		91-Apr-3007	*	•		SPACHE COMPANY	94.APR.97	168	2
UNDORRA (PC)	BINDHINE	3367	28.Apr. 997	<u>.</u>	91.Apr.3007		-		PROPERTY COLORADAY	M. A78.93	2	CLABELE, INCOGE
UNDORRA (PC)	S-SDARONS DEVICE ("F" A OLOBE)	336	38-Apr-1997		91.Apr.3007	*	•		SPACES CORPANY	94. APR. 97	X	CLARKS, MODET
UNDORDA (PC)	BEAUTYREST	383	28-Apr-1997		01-Apr-2007		•		BRANCHE CONFLANT	01.APR.97	2	CLARRE WOORT
URDENTTINA (PC)	BEAUTYREST	8	N And	N. Am. Co.	*	*	8	OLD RECHTTEATTON 8 1 SELSE	PRESIDE CORPANY			MARYAL OTABBIEL & HABAL
LROENTINA	DEEPLETP - RUDAO PROPUNDO	****	9.100		9.16.8	R	2	ASTRONO TO MAKEN ANDRIAN	A COST ANGENTSAN			MARYAL, CTABBBL & MARAL
JACENTINA (PC)	9 & HOUSE DESIGN	1,63,44	2 - F	1789.8	****		5	CLD SECURTANTOR IN SEL 10	STANDARD COMPANY			MARVAL OFABBIL & MARAL
JEOENTINA (PC)	S-EMBLEM WACROWN	1.0001	8. Har 38		***		8	OLD RECEPTATION 9 1 SETSEE	THE COMPANY			MARVAL, OFABREIL & MARAL
ACCENTINA (PC)	SIMPLEX	1,77	2 4 2	***	NAME OF		8	OLD RECEIPTANTON O 1.177.738	THE STATE OF THE PARTY			MARYAL, OTABRIEL & MARAL
ACENTINA (PC)	STATISTICS (Plyfand Shock Latters)	thertoett	10 de 10	13.8mg 85	13.84.53	R	E	P. S. PP. LOCK A. OF MAN	THE STATE OF THE PARTY			MARYAL OPARABLI & MARA
ADENTINA (PC)	BRANCHS EPEDA		13-May 43	E PER E	1.14		5 =	CLD MECETLATICH O MANCE	Charles COMPANY			MARYAL OTABBELL & MARRA
ROENTINA (PC)	8 AND OLORE DESIGN					*		TAN SOUTH	BANCHE CORPANY			MARYAL OPABRILL & MAIRA
ROENTINA (PC)	BACKCARE					R		•	THE COLPANY	*	2000	MARYAL, OPABABIL & MABA
UNTRALLA (PC)	BABYBEAUTY	B147,018	871	****	****		•		SPACE CORPARY			SPECIAL DE PEROLECE
USTRALLA (PC)	BABYREST	B167834	****	-	****	R	-		ANY 4900 INCOME			BPENEDY & PIRCHES
USTRALIA (PC)	BACK PRIELD	ASIRATS	n Art	DAP 3	13.Apr.48		•		SPACING COMPANY			SPRINGER & PERCURCIA
LIETEALIA (PC)	BEAUTY SLEEP	A44.933	11.14.71	10 54 51	1000		•		THE GEORGE CENTER AND			SPECIFICA & PERCURON
LETRALIA (PC)	BEAUTYREST	AM, SE	14.Apr.40	It spe 21	14.44.65		.		ANY AND DESCRIPTION			PRUBON A PERGUEDA
UBTRALIA (FC)	BEAUTYREST	£10224	11. Nav. 24		23 New 2006	×	•		THE COMPANY	N. S. C.	100	PPLUECH & PERCUICH
UNTRALLA (PC)	BEAUTYREST ELEGANCE	A18,004	•	*****	# PF 18		•		The COMPANY			BRUBON & PERCUSOR
UNTRALLA (PC)	BORDER GUARD	AZIGEM	23.Apr 48	73.Apr.73	23.Apr.48				SPACE CONFACT			PRUBCH & PERCLACE
UNTRALLA (PC)	DEFFREED	AM,537	it April	la Age St	14.49-88		•		Shaking conducting	,		SPELEDY & PERCLEUS
UNTRALIA (PC)	DREAM RLEEP	AJMAJE	4	1111	1	R	_		STREETING CONFIDENT			SPECIEDRA A PRACLACIO
T DETENTA (PC)	EMPEROR	AIR	*****	2	* 1	*	•		Shacos cose ser			SPECIAL A PERCURSE
A LETTALIA (PC)	DATABA	AIRAN	1	# P E	-	*	-		THE GOOD COLOR LATE			SPRINGON & PERCURCIN
A UMANIA (PC)	HIDE A DED	ARCO	-	1	i April	R	■.		THA SHOW SHOWEN			SPEALSCOP & PERCULACIO
D UNITALIA (PC)	MAXIFICAC	Z Z	81. Aug. 10		X + X	*	* *	MARKATO Las	SPECIAL CORPART			SPECIALORS & PERCURCIO
E WITH (PC)	POCKETED COR.					2	PROBEO		The Colo Colo Lary	****	*4777	SPALSCH & PSRCR.SCH
S UMPAUTA (PC)	6 AND MOURE DESIGN	B057,199	# Apr 73	-	PA-App-47		*	Mark the sample by 11 Adapta			ţ	SPRINGS & PERCHESA
DE DEPORTS (PC)	T A OLOGE DESIGN	Î	10-4-1		14 to 1841	*	_		BRECHE CONFAIN	15 4 16	X	SPRUBON & PERGUSTRA
S UNTRALIA (PC)	STACO-FIEM	ASIR	2 14 2	2442	31 44 48 44 48	*	•		THE GOOD SHOWER			PPEURON & PROGRAM
UNTRALIA (PC)	SINGLEX	BL7134	4	The state of	16.Apr.47		•		THE COLOR COLOR CATT			PRIVATE A PERCENCE
USTRALLA (PC)	SDATLEX	Ī	19-Day		HOP MAN	*	-		SAME CONFIAT			PROPERTY & PERCENT AN
USTRALLA (PC)	SHIFOAM	B161,977	*****	*****	****	R	~		INDICATE COMPANY			SPACEDIA & PRODUCE

INTERNATIONAL TRADEMARKS	TRADEMARKS		MAY 26, 19	96				et mutchies .	1			
	MAME		***************************************			į		وسيستنا	Į			Particular Assessment
AUSTRALIA (PC)	BINDADNB	A MAS, STR	13-14m-41	23.346.65	23.44.48	*	_		5			
AUSTRALIA (PC)	BIMIMONS			•		*				1	i	
ALIMETRALIA (BC)	Change County and the			1	1	: 1						WENTERCON & PERCOLUCION
College (IC)	SIMPLOWS COMPANY (OWL)					R	=		Shekites cone sur			PHARIEDI A PROLECIO
AUSTRALIA (PC)	BRANCHS LUXURY MECHO QUELT	AIR	***	# 1 1 1		R	€		SPECTOR CORPUSED			PPASON & PERSON
AUSTRALIA (PC)	BLEEP KING	AIMA	*	F. Jee E.		*	•		PROCESS COMPANY			
AUBTRALLA (PC)	THE DO-NOT-DESTURB MATTREES	#C##	SPACE		274.381	*	•		STREET COMPANY	2448	£	PTLECH & PECUECIO
AUSTRALIA (PC)	THE HOUSE OF SECENTS & 6 CROWN	M AIMIN			31.24.8		•		SECURITY CONSTANT			BPLACE A PROCESS
AUSTRIA	BEAUTYREST	11 , 71	****	# T T	# TF #	R	=		ď			LAW COVICE WINGINGS
AUSTRIA	HIDE-A-BED	77,684	z tra	1	# # # # # # # # # # # # # # # # # # #	R	=					LAW OTTERS STRATEGY
AUSTRIA	8 AND HOUSE DESIGN 72,8	72,33,000	E + E	N de a	N Total	#	•		1			LAW GHESS WESTERN
AUSTRUA	BINDADM	12, No.	M 194.18	11.36.11	7	*	#		z	٠.		
BANKAS	8 AND GLOBE DESIGN					2			THE COLOUR		10,61	HEADS & RELATIV
BANAMAS	8 AND OLOGIE DESIGN					ŧ			CONTRACTOR COMPANY		19,67	LOTTERS OF SECURIOR
BAHAMAS	BROPONS					=			SPARCING COLORANS		£.	,
BAHAMAS	BINDHONE					Ŧ	CHECOGE		DESCRIPTION CONSTRAINT		*	A FTER B SCOOL
BAHAMA	BEAUTYREST				٠	=			INDUCTOR COLORAGE		2	A FT WITH W SECON
BAHAMA	BEAUTYREST					#	PECSON	٠.	THE COMPANY		11.00	1000 A KELLE !
BANGLADEBH	BEAUTYREST					*		APPLY TO REG EN, AS USES, WINESTER	THE COMPANY	2 4 3	47823	WEARING & CRUST
BANGLADESH	HIDE.A-BED					R		APR. TO LESS IN, AS USES, WISH TH	SERVICES CONFINED	1 :	47873	VEALENGES & CRUST
BANGLALZEH	BINEFONS		•					APPLY TO REG BAL AN USER WITH THE	THE STATE OF STATE AND	i I	Ē	PRESENCE & CREAT
BANCLADÉSH	BACKCARE					A		APPLY TO REG. BAL AN USERS WHEN THE	TRACTICO CONCINETA	# N # W	*	PPLEDVICK & CRAFT
BANGLADESH	8 & GLOBE		:			*		APPLY TO SEE SAL AS USEN WHEN THE	PRACOS COMPANY	2 1 1	-	WE EPITON A COLUM
BANCLADERR	8 & HOUSE					*		APPLY TO REAL DAY, AN USER, WINDS TO	AND DESCRIPTION OF THE PERSON.	1	Į.	WLESHOW & GREET
BAHRABI	BEAUTYREST						Ē	THE REAL SUSPENSION OF COVT. HE				
BANKABI	HIDEABED					*	Ē	The facts distributed by covy, see			•	
BANBABE	SPADACHE					*	2	THE LEGAL SLAWS STATES ST. AND				
MENELLOX	BEAUTYREST		17.April	is M.A.	1		•	SPF WHOTH FOR STATUS LIFEARS	Philadel conditing	F 14		CAMPAT, PERSTER
MUNICA	8 DEVICE	Ī	***	****	N THE	178.23	•	MATERIAL SPEAKEN LOG FIRE TH	Property Statement			CAMPET, VINCETOR
PENELLOX	BINDOM		F-34-11		274	R	•	SPY STACKS FOR STATUS LITERATE	. APPENDENCE		1	CAMMET, WIRMSTER
BOLIVIA (PC)	AND HOUSE DESIGN	COUD	17.6m.07		M. Am. Tale	R	•	PO ALLICOV PRE 999	PROCESS COLUMNY		Į	BOLET & TELABRO
BOLIVIA (PC)	SHOPOHS	9	11-11-11		HIM	8	«	PO ALLOW PIE 399	THE STATE OF STATE	***	ŧ	ECLET & TRACTICO
POLIVIA (PC)	BEAUTYREST	G	19-days 07		12.4.20		•	PD ALLOT PER STY	THE SOUND CONFINED	2.44.8	*	BOLF & TEALTHO
BOPHUTHATTWANA	BEAUTYREST LASEL		2-414 2-414	*****	****	*	•	SPIANNIED FOR CARCILLATION	maken confur			KD00 A Exhance
BOPPLYHATSWANA	8 DEVICE	2778	N. 188-73	M 14-71	X 44m 48	R	•	SPINATED FOR CARCELLATION	PROFITM COLORANT			KTBOL & RATINETA

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BOPHUTHATSWANA	BINALOWS		ı			GARE STATE	Obsetzen	1	A.M. PELED IN ACT. COLLEGE :	7. mark .	PORTION ASSECTAN
							SALAPTIME FOR CARCILLATION	CONTRACTOR CONTRACTOR	11.8		
	TA CLOSE DESIGN			-			_				KOMI A REBONCE
PORTO & SECTIONAL	SHAMONS			-				CONTRACTOR CONTRACTOR	****	BALMINA	EATZABOY, IM
BORRA & HERZEGOVINA	BEAUTYREST	•						CHARGON CODE ANY	10-14-01	BAZPTIBRA	EATZABOY, 64
BOTTWANA	BEAUTYREST	***	1					PROCESS CONFACT	10-1-01	EASTITITA	EATZAROV, BA
BOTSWANA	B DEVICE			;		=	SAMED ON B.A. BECORDIAL TOTAL	BRANCON COMPANY			KIND & REMAKK
BRUNES (PC)	MAITVEET				******	# #	BAND ON B.A. RECIPITRATION	PRESCHIE COLEANY			TOPS A LIBORITY
								Patricia crossacr	1	;	
BRUNES (PC)	HEDE-A-BED		1			_					
BRUMES (PC)	BINGHONE	200	7			•			*	£	WE REMITTED A COLUMN
BALLANES (PC)	BACKCARE							PARTING CONSTANT	ij	×	WELESCON & COAST
BRUNEZ (PC)	T A OLOGE DESIGN						-	BREADS COMPANY	*	E.	WEALSHOOK & CRUST
DRUMES (PC)	T' A HOUse Design	7	1		;		FIGURE MEGETER EDGE - 647	LIFE COPPART	*	M.TM	WEXABON & CRUST
BULDARIA (PC)	** A OLOGE DESIGN	•				-		Probability (COAPAST)		E T	WELLPRON & COAST
BULDARIA (PC)	BEAUTYBERT	Į				æ R		PROCESS COMPANY	10-00-01	THE STREET	EATEMENT
BULDARIA (PC)	ENTANTA					e R		PROCESS COLPANY	10-4-01	120	CATTABOY
CAMBODIA						=		PRINCIPAL COMPANY	19-1-01	Ĕ	EATTABOY
CAMBONA						30 MONETHUM	۵	THE GOOD SHOWING	**	ŧ	THE EDITOR A CRIME
	MILK A-DED	2			***	A PERCENTERAL	·.	THE COLOR COLOR AND	1		
CAMBOON	EMARGINE	3	- H- R		3-14-20E	N REGESTION				1	A PROPERTY OF THE PARTY.
CAMBODIA	BACKCARE	3	14. May 44		THE PARTY	20 becommend			r r	Ē	WILLIAMON & CART
CAMBODIA	8 AND OLOBE DESIGN	į	14 14.4		A 14 mag) (MANUAL COLORARY	Z	Ī	WE ERPON & CRAFF
CAMBODIA	A AMD HOUSE DESIGN	•	14.00					Shakibel (USe Art	271	Î	WILLIAMON & CRIST
CAMBODIA	DE HARD						8	PROCESS COLORARY	X	ĭ	WE REPORTED & CALIFF
SAMBODIA	MAXIPEDEC							Shadon consult			WEALPHEIN & CRUST
	THE PERSON NAMED IN COLUMN 1	1		;				SPACES COMPANY			WE ESPECIAL ORDER
					<u> </u>	# R		THA COLO COLORATO		***	Debomer & Co.
			200	# Care	# O # 0	- x	BELLEVALOR BATHLE IN SO ACCUPANT	THAN GOLD COMPANY			TANK DE LE CONTRACTOR DE CONTR
	a And recess present			77.160-57	77.16m. dt		PORTAL OF BALL & MARKET	Parties Cone Art			
		MS 267		2442	244		ROTTVAL OF REG # 225 14	Sharing Creation			Married Williams
SCORPING (PC)	MAJGPEDIC	<u>ra</u>	DOS		11.De 4		· 				DANGER & READS
TOTOMERA (PC)	BEAUTYREST	HOPIT	25.Om-03		200			AND COM PAR	2 1 2	N CELO	CAVELER
TOTOMENA (PC)	MEAUTY BLEEP	HOPE	E TOR					SPECIAL CORP. APT	i i	80108	CAVILLER
A CONTRACTO	POCKETED COST.	7	2					STREETS CONFAIT	1	TOTAL S	CAVILLE
TOTOMBIANCO	B AND HOUSE DEDGE							THE COLOR OF SAT	-	##1 FE	CAVELAN
						z 8		THAN GOOD BACKART			CAVBRO
(a) business						.	PO VEAS DESAUTES	PROPERTY CONFORM	*	2	
SOUNDER (PC)	AND GLORE DESIGN	į	21.44.01					THE GOOD ANT	i		
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INTERNATIONAL TRADEMARKS	TRADEHARICA		MAY 26, 1998	8661				#U " ANDALMARED AAM CONTENTION TO THE CO.	***************************************	11 21	:	-
	MAME		Table 5445 1445	-	The second				l	A 11 11 11 11 11		PRESIDE AGRICIANS
COLOMBIA (PC)	8 AND GLOBE DESIGN	101000	14-June 97		M. Aug. 2007	X	-		5		97084144	CAVILLE
COLOMBIA (PC)	BACKCARE	E .	TA Amp 97	<u>-</u>	11.44 2007		•	•	PRACTICE COMPANY	*	Present 45	CAVELER
COLOMBIA (PC)	BIMMONS COMPANY	H	11-04-11		**		•	DECIPORTS SUBATION COLOR HAVE	THE STATE COLOR AND			CAVELER
COSTA NICA	8 AND HOUSE DESIGN		16.18m-01		H. Mar. Al	R	=		THE ACT OF ACT			VARGAL INCOME & PERALTA
COSTA RICA	BIMMONS	201	14.18m-91		16.76=	*	•		THE COMPANY			VARIAL INSPEZ & PERALTA
CROATIA (BLX-TUGG) PC	8 A OLOBE DERICH	D'RIBEA	10-0-01		10.745.3887	*	•		The COMPANY	10.000	1	EATEABOY EA
CHOATLA (ELK-TUDO) PC	BIMMONE	EPTRIBIA.	10.00.01		10.04.3881	*	•		SELECTER CONFIDENT	10-00-01	A101879	EASTABOY BA
CROATIA (B.K. FUGO) PC	BEAUTYREST	DWILLA	The Art	•	10.04.3807	*	-	-	SECTION CONTRACTOR	10-00-01	ATHE	CATAMON EA
CZECH REPUBLIC	B AND HOUSE DESIGN	27.0	15.49.45		# - F - F - F - F - F - F - F - F - F -	4,34,10	•		SPECIAL CONDIST			CREMAL HORSE, WAS
CZBCN REPUBLIC	8 AND HOURE DESIGN		****		H.Ang.B	* 1 7	•	SHOWER LAFF OF COORS	THE COMPANY			CELEME, HORRA, YEAR
DEPMANK	8 AND HOUSE DESCON		8 Os 73	8049	**0		=					
DEBAMBE	-811-41-61-48					Į	VELICATION	HARACONSIGNOTALIONSONS INCIDENCES	THE CHAPARTO	-		
DESMAARK	BEAUTYREST	24454	17.00			R	•		PROPERTY CONTRACT			HELDERT BATTH - U.S.
DOMINICAN REP (PC)	BACKCABE					*			PROPERTY CONTRACT	****		BLUMBA & VECTOR
DOMBNICAN REP (PC)	BEAUTYREST	et, j775	N-Sec.		*	×LOC	-	•	A20 0000			BLEMBI & VECTIO
DOMENICAN REP (PC)	DEEFRLEE	4,377	To de di		N In a		•	٠				BLANKI & VECTN
DOMENICAN REP (PC)	HDEABLD	E5.4	To see at		17.44m et	MLOC	-	•	4			BLEMMA & VECTOR
DOMINICAN REP (PC)	MAXIPEDIC	4	13.84.07		25.04.07	MLOC	•			110=8		BLAMMA WRITTH
DOMENICAN REP. (PC)	8 AND GLOSE DESIGN					Ž			AND COMPANY	1		BLUMBA & VECTOR
DOMINICAN REF (PC)	8 AND HOUSE DESIGN	Ĭ	Transfer.	ii da	2 de la constante de la consta	Į	-					BLOGGE & VICCIO
DOMINICAN REP (PC)	BAMONE	#.T	# la.e.		The American	MLOC	=		ť			BLAMBA & VICTO
BCCADOR	BEAUTYREST	3 12	N-paid	272	NORM							BLITTABANTE & BLITTABANTE
ECUADOR	8 AND HOUSE DESIGN	2	8 14 7 T	20-64-03	M Park		•		THE COLUMN			SUMMERSON A SURFAMANTS
BOUADOR (PC)	BUNCHS	¥	TAN-A		It the pas	R	•		THE CONTRACTOR	# OF #	Ĭ.	Butaname a partaleane

INTERNATIONAL TRADEMARKS	TRADEMARKS			LVEG			}	•				
	MAME		-			3	PRINCIPO COLUMNICO	# · #				PRESTOR ASSECTABLE
EOYPT (UAR)	BEAUTYREST		B 24-81	444	81.84.8	*		COMPANY		874.0	16410	
EOTPT (UAR)	MIDE A-BED	15419		1. 0.54.03	81.84.E		•	THE STORE CORPORATION				
EDYPT (UAR)	STANCHS	6123	8740	0744.93	9.54.8		•	PROPERTY COMPANY	Tena		(41)	
EL SALVADOR	BEAUTY BLEEP	M.S.M.	10.14.01			x	•	PROCESS COMPANY	1	=	11 88.0	UCARDO BONERO-GUDANN
EL SALVADOR	BEAUTYREST	# #	10.16.00		114		•	PARAMETER COLUMN	THE AND		200	NCARDO ACMERIO CARDANI
EL SALVADOR	BEAUTYREST					×				2	11871	HEARDO BOMBEO GLEDAM
EL BALVADOR	MAXINEDIC			•		z	79-C0-60	DESCRIPTION OF THE PARTY OF THE	Link	1	1	ESCARGO SOMESO GUDAM
EL BALVADOR	BINDACHU	ā	3 1 2		9.46.8	×		PROGRAM CTREPANT	1	=	114041	BICANDO ROMENDA GLIDAM
EL SALVADOR	8 AND HOUSE DESIGN	229 BOOK 23	177		\$ 7 8	R	•		1	- Feb.	ž ž	ACARDO ROMENO GLIBANE
EL BALYADOR (PC)	8 AND GLOBE DEFICH	229 BOOK 46	****		# T		*	PROPERTY COLUMN		****		RICARDO BONERO GURAN
EL SALVADOR	BACKCARE						MINESTER BLAFFLICATION MICCOR			876.51		HICARDO BOMENDO GLERANT
EL BALVADOR	8 AND OLOBIE DESIGN	To prod st.	17.4m.m		77. Jan. 1888	×	•	PROPERTY COLUMN	Light des			BEARD STREET OURSES
THEAND	8 AND HOUSE DESIGN	25	No.	M-Cree-fil	M-MOR.	R	•		Leves			COLUMN
THIAND	SINGNAS BEAUTYREST	<u> </u>	13.April		# ** **		=			•		Routin
FRANCE	BEAUTYREST	1 655 180	15-8-11	11.54.51	# # F	***	-	LIFE COLOR COMPANY	La ca			WIRMAILE
FILME	CONTOPEDIC	****	97.34m.84	67-Man-84	91 Har-44.	R	•	DESCRIPTION OF THE PARTY	Leve			WESTER
FRANCE	CONTOUR-FLEX	1,000,100	HOAD	STATE OF THE PERSON NAMED IN	-	5	~	. STREETING CONFIDE	THE	-	743,372	** CONTINUE OF
PRANCE	DOMBOFEDIC	- S I S I	-	24.00		R	•	NA SACTO DECLARATE	2000			W Design
FRANCE	DORBOTONIC	a Maria	24	1	# 11 #	*	•	SECOND COLORS	THEAT			WINGTEN
FRANCE	POLINDATION STANDARD BLA LA EDAMEN.	(D) (E)	1. 1. had	27 Aug 24	4 Page 18		=	SERVING CORPAN	THEM			PLANTIEN
PEANCE							Abverse FREDEVIL	CHEST	1			WISHITTEN
PRANCE	8 AND HOURE DESIGN		M. Apr. 72	14 44 18	S. April	3	æ		The Asset			WINGHISM
FRANCE	BIMFLEX	1,963877	N Deed	80 Day 68	# 440 H	Ŗ	•	PANGETON COMPANY	THE	44	Ĭ	PENGTERN
L Plance	SHAMONS	1.004.913	X	I Angel	1	3	•	SECTION CONFIN	1			WINGS AND
A OCENANY	DEAUTYREST	MATHEWAY.	K-PA-X	1944	****	×	•	SPACING COLORAR	THEM			SCHOOLST & SCHOOLST
A CENTANY	HIDE A-BED	er Jre	II April	E Après	D.Ap. 8	R	•		Theat			SCHOOL & SCHOOL
D GERMANY	HORRE OF STANDING	D'ari	13.46	1.44.43	2 14 2	R	•	Manco Becomes	THENSE			PODPREST & BODDAGET
TI OERMANY	8 AND HOUSE DESIGN	1	****	****	N PER SE	8	•	The Color Color All	The Asset			PODPORTIT A ECIDADA
OSERVANT (PC)	BEANONS	1,004,300	17.6	<u> </u>	2 14 6		=	CONTRACTOR CORPANY	THEALT			POSSESSIT & SOSSESSIT
A DEDMANT	SELECTIONS CONTOUR-FLEX	115777	17.50.00		13.11.8		=	Van Becommen	*5	1744	ZMALACON	ROBBART A SOURAGE
N ONESCE	BEAUTYREST	Here	R	23.64.28		*	•		Lieu and		-	M PAPACCHISTANTHICE
N ORESCE	8 AND HOURE DESIGN	£	71 + 40 43	71.6-51	11144	*	•	SHEATON CORPANY	Dent			H PAPACCIMETAPITHEE
ONESCE	BINDADAB	2 1	R CAN	II Ang II		8	•	manage complete	one here			H PAPACKINETANTENIU
DAZECE	BIMINON'S COMPANY	!	17 day 18	16.164.91	-		•	STATES COAD AND AND AND AND AND AND AND AND AND A	1100.000			N PAPACINGTANTBETH

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	CUATEMALA	BEAUTYREAT	11771		16.Das.88	2010	,	•	1		CANO. PRIME IN MY. CELLA .		PURISH AABOCIASE
•	OUATEMALA (FC)	B AND HOUSE DESIGN	33438	E - 40 - 10	-		1 1			MANCH COLEANY			WITH A WITH
_	CUATEMALA	BINIMACHE	11.73	S.Da.S			1		A STREET OF BLOW STREET	PROPERTY COMPANY			WITEL & WITEL
_	HONDURAS	BEAUTYREST	100	****			t	• •		SPACON COLORARY			VITED & VITED
_	HONDURAS	"S A HOUSE DESIGN."					1						
-	HONDURAS	TO A HOUSE DESIGN		****			R S	a (
#	HONDURAS	Strandows	ā			2	: 1	4 (TO BE ALANDESCHED				
=	HONG KONG (PC)	BACKCARR	į				R (= (
#	HOND KOND (PC)	BEAUTYREST		2		1	R I	٠ ،		STATEMENT COMPANY		222	19997 WLADWON & COMP
*	HONO KONO (PC)						R :	•		MARTIN LICYMAN.			WILESCON & CRIST (FECH. 1.1 & MA
_	POND KOND (PC)			W-14.5	***************************************	1	R :		O WELTAKI ITRICA ACTION	COMPANY COMPANY	P Layer	64.43	WALESCON & COURT
_	CHA CHON CHO						R			SPECTO CHANGE	17.00	Ĭ	WILLDRICH & ORUT (FROM I, 8 & MA
. •							R	a			19-1-01		WELFPRICH & CRUST
- '	TOWN BOWN (PC)	* A ULDBE DESIGN					8			PROFESSION COMPANY	2.40.51	444	WLESHON & CRIST
_	FUNDARY (PC)	BEAUTYREET	17 TE	*		25.Apr 61	*	*			•		
का	HUNDARY (PC)	HIDEA-BED	11,70	St. Apr. St.		25 Apr 48	*	•		The Color and			
*	HUNDARY (PC)	8 A HOUSE DESSON	113,778	St. Apr. 53		. 20 10 27		•					
*	HUNDARY (PC)	SHADANS	133,701	St. Aur. 83		1		•					Received a filling
_	#UNIOARY	B & OLORE DEBON	·	•					•	STANDED COLORANT			KRELAND & BLAN
•	- T						R		Ð	Chalche cons Arty	11441	P. Nami.	KATIABOV
•		DEAU TRES		11001		HORE	R	•		STANDING COLORANT			FEMORE TOWNS IN
-	YD.	8 AND HOUSE DESIGN		10 Apr. 72	R.Apr. S	0.Apr.48	*	=		SPACON COLORARY			
-	MDIA	BINANCHE					R		O LICENTALINA				DO DANS 11
_	MDGA	BEAUTYREST		•					_				C BAYAR & CO
_	NDONESTA (PC)	BACKCARE					1				2		L B BAVAR & CO
-	MINISTER OF								_		5		AMBODI LAW COMBALYANTS
	MINISTER (PC)						R		O PRESIDENCE DE CIPALE	ANY AND DESCRIPTION			AMOUS LAW CONTIL TANTS
₹/	income (ac)			1			8		o Management	BRANCH COMPANY			APPODE LATE COMPLETANTS
	שותשופות וניר)			1			*	=		PRODUCTION OF ANY			AAROOS LAW COMMATANTE
_	MDOWERLA (PC)	FAND GLOBE DERICH					X		•			\$	
_	MITERIAL COLL (CIL)	- BEAUTY REST	CH 245		# Dack	- Handa	KK	-				:	Mary a America
_	MTERNATIONAL (*2)-	HEDE A BED		Andreas and the state of the st	8 Dag	* Negs		-		•			
A	WITENATIONAL (**)	CONDICTION STATEMENT OF THE PERSON STATEMENT OF THE PE	W (1)		# B	1000							
R	,		Į				t f	*					
K							*	4		THE GOOD STORES			
	MAEL			-	Horn	11048		•		PROGRESS CONFANT			
	MAEL	s And House Design	M.M.	Z + 1 - 1	244	N. S.	*	~		Shakes conductory			
	SRAEL.	BINDONS	9,40	21.44-52	13.04.04	12.00.00		=					BAVE, BRINGS & STREET
							,	ı					DAVE, BUILD & STREET

INTERNATIONA	INTERNATIONAL TRADEMARKS		HAY 26, 1998	1998			-	3				
	MAME								. [
TALK (PC)	BEAUTYREST	(Carette		15 Day			13					THE PERSON NAMED IN
ITALY	HIDE.A. DED	20.00	2	-	2				AND MICHAEL	4		- 297999 ELECANO & CURADO
ITALY (PC)	8 AND HOUSE DESIGN	60338	Z OF E	11444	1144	. #	_					BARLAND & LANABOO
ITALY (PC)	BHALLONS	TOWAY.	***		21. Am. 20		•					MARAND & TANABDO
ITALY (PC)	BELINCHER KEND	118.37	20-48-41		*****						OF Age and Indiana Company	ENERGY & CANADO
ITALY (PC)	B A OLORA DESIGN						.]					EASTAND & LANABOO
#ALX (PC)	B.A. GLOBE DEMON									N Mar 47 R	Marie of Basticestall	SABLAND & DAILAND
IIVTY (PC)	QUIETUDE	976,187	976,187 lapp. no.	<u> </u>						La sense		
JAPAN (PC)	BACK CARE		101		1	i · •				101		SAMEANO & LANGED
JAPAN (PC)	BACKCARE		**		*	. =						KBARA BARAD
IAPAN (PC)	BACKCARE (KAT A BYCLISH)						ş					EDABA EALAE
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ت Tا	(IBBEA (PC)	HIDEARED	19000	15 Aug 61		M.De. Men	*	=		STREETS COMPANY	S and A		TATTABON SA
Ŕ.	CHESTAN FED (PC)	MAXIFICHE					X			PROGRAM CORPORATE	1		
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_	ERBEA (YUDOORLAYIA)	BEAUTYREST					-		PLAC STARTED	BRANCHS COMPANY			EATTABOY EA
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_	INDAFORE (PC)	BACKCARE	B78.98-47	31.34.84		***	*	=	Andrea Summer Co. (184)	EC, LAL, DAPAN			Off's A maren
	HOAFORE	BEAUTYREST	E77632	H AND H	12 - Far 12	2 to 10 to 1	8	•		THE STORE CORPORATE			DATE & MANER
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INTERNATIONAL TRADEMARKS	TRADEMARKS	•	HAY 26, 1	1998			•					
	MAME	į				3			1.1		M	PRESENT ADDITIONS
SINDAPORE (PC)	BEAUTY BLEEF					x		•	STATE COMPANY	***	70 F	BOYALDEON & BLALDSBUAT
SPHOAFORE	HIDEABED	7380	N. Park	- X Sept	a deposit		•		AND STATE COMMAND	R-ST-X	3,00	CHUTY A HAVEA
SINDAPORE	8 AVD NOUSE DESIGN	201700	****	8-18-E	# 1		•		The alone cole left			PELV A HAPER
SECONORE	BININGHE	-	R J	# P P			=		Constitute Condition			DELTY & NAVEL
SHOAFORE	PROVIDED ON COMPANY CHARACTERS				1	*	-		THE COLUMN		1000	BELL A HAPTER
SPICATORE (PC)	TO A OLOBE DEBON					*						MANAGE AND SECOND
RLOVAKIA (PC)	S & HOUSE DESIGN			•								
SLOVAKIA (PC)	B A HOUSE DESIGN	179481										
BLOVERSA (ES-PASORIA) (PT)	B A CLOBE DESIGN								THE COMPANY			EATLAEDY EA
SECURIOR STITUTE AND STORY						*			SECTION CONFINED		EPT TRACT	EATEMEN IA
CONTRACTOR STATEMENT	REAUTTREST								Statement Colorator	-		SATISABOV DA
BOUTH AFRICA	BACKCARE					*				***	5	TOTAL & CARDICA
BOUTH AFRICA	BEAUTYREST (SCRIPT)	7	****	\$ 10 E	*****	8	~		THE BEST COMPANY			ICHE A LIBRACE
BOUTH APRICA	HTDE-A-BED	Merrora	14.3m	K I I	***	R	•		THE GOLD STORES			KIND A KENDECK
SCITTI APRICA	POCKETED COSE.								SPACON COMPANY	= 44		KINDS & REMANDER
ACTIVITY APPLICA	B DEVICE	B72/1991	E-41-8	N. Selection	NAME OF	8	=		CENTRAL CORPORATE			KOSSI A REPUMER
A THE PERSON	B AND OLOBE DESIGN							•.	PRESCORE COMPANY	244		KOMEN & BLENNACTA
BORTON APPLICA		\$160,000	TI Apr 23	A 54-52	Th.App.40		•		THE GOOD COLD AND		11111111	STREET A SLATINGER
200	BEAUTYREST 'DEVICE'	254.45		SAN COLORS	# N. 13		=	PO TAX BLE BEFORE STATE	THE COMPANY	2		BLARRU
	BEAUTYREST	i	11.94-13	10 Amp 83	# Par 1	#LOC.	<u>~</u>	PETAL PAS TOT	THE STORY CONTRACT			CLARKE, MITDET & CO
	BINDACHS	***	11.04.18	11.00.0	B. Apr. B	5	44		PRESCOND CORPORATE			CLANKE, MODET & CO
	6 AND HOUSE DESIGN	BYCON	2.56.00					4 (C/E)	The state of the service of	10 to 01		TELEVISION .
•	-09-COM	HONG	REAL	KEE	Been	3		THE TAX PASS STREET, S	Descriptions and the series	K+SH	-	TO STATE SECOND & CO.
TF	BEAUTYREST								CHARGE CONFINET	N. Property	Ĭ	WALKERSON & COLORY
	HEDE A BED								THE BEST OF THE PARTY	N Property		WALKERS & CRAFT
۱C	SECTIONS					*			SELECTIVE CONFIDENCE	N Total	*	WEEDSON & COUNT
ÞΕ	PACECARE					8			THE CONTROL	*	£	WILESHOP & OLIST
Μ	8 AND OLOGE DESIGN	200	Batha		10.16m, Jane	R	•		THE GLOS CHOLORS	N AND N	# #	WALKSHICH & GRAFF
Α	B AND HOUSE DESIGN								THA SACTO GRECOMAGE	No. of the last	Ì	WILESHON & CAMP
	DE. KARD					*		AVAITACIONEN PROKINGO	THE COMPANY			WLABON & CAST
K	MAXGPEDIC					*		AVAITO DET. FECH VAC	The Grow over ANT			THANKS & HOWERLT
_	B DEVICE	DIMBRA	X 444-73		-	*	=	DATE OF REG / BTYTEN	THE GOLD STREET			KORN & KERNACK
01	BEAUTYREST LANEL	DESINESTA	Name of	20.40.00	N. A. S.	R	•	SALES OF SEC. I Broses	THE STATE OF THE PAST			KINDS & CARDICA
	A AND HOUSE DESIGN	14,150	St. Amp 73		M. Angel		=		SELECTED COMPANY			ATTENDED TO STATE

INTERNATIONAL TRADEMARKS	TRADEMARKS	•	MAY 26, 1998	950				;			
•	MAME	1		-	7	3	-	Chimin	T. T.		1
SWEDEN	BIMMONS BEAUTYREST	234,646	85 hand		9. la 8	*	#		WARREST COLUMNS		
SWITZERLAND	BEAUTYREST	317,000	4	Tanger	23.54.62	H	=		BEACHE COMPANY		
BWIT LEAD SHIP	HIDDA GED	20007					1		100		
SWITZERLAND	8 AND HOUSE DESIGN	25,653	E-4-2	8 Apr 52	M. Apr. III	Ħ	=		THE STATE OF THE PART		
BWITZERLAND	BINAMONS	200	11.68	22-44-22	23.04m.m	9	•		STATE OF STATE		
BYRIA	S AVE HOURE DESIGN	1	241	is the same	*****		•		DESCRIPTION CONTRACTOR		
TAIWAN (PC)	BACKCARE					*		FOR MALLED F.H. 47	THE STATE OF THE PARTY		
TAIWAN	BEAUTYREST		F 7		444	207.8	=		SPECIAL COMPANY		
TAWAN	BEAUTYREST	345	2.4.5	275	31 Aug 48	BLOC	•		THE BOOK STORES		
TAUWAN (PC)	BEAUTYREST	Ē	# ** **	10 to 10	N. Aspell	BLOC	•				
TAWAN	BEAUTYREST (CHECKE)								STANGED COMPANY		
TATWAN	DEEPSLEEP	11111	10 00 di	15048	15-Oak		•	BENLACED HAVE AND INCIDENTED	THE COMPANY	24	(mper)
TAIWAN	DEEPNIEEP	Z Z	****		***	2	•		SPECIAL CONTRACT		
TANTAN	CHARTE IN CHICANO CHARACTERS								DESCRIPTION COMPANY		
TAIWAN (RC)	MIDE A BED		2 443		1 Aug 25	7 TOTAL	•	PRINTERS IN THE RESERVED	SPERGING COMPANY		
TATEMAN	8 AND HOUSE DESIGN	1	8.44.H	# P P P	2.44	. ntoc	•		THE SHOP STORES		
TAIWAN (PC)	8 AND HOUSE DESIGN	£	2 + 13 2 + 13	# * * * *	2 144 6	Detoc	•	• .	THANGED COMPANY		
FATTAN	8 AND HOUSE DESIGN	THE .	2 4 4 2	21.444.53	2.44.5	3100	=	WHENT PERDVING LICERALY	SECOND COMPANY		
FAURAN (PC)	8 AVD OLOGE DESIGN		•			*			SERVICES COMPANY		
TAWAN (PC)	BIMMONS	1709	E 45 E	-	31.Amp.88	ntoc	•		APPEND CORPORA		
LAWAN (PC)	BINDONS	730	8 8 4 3	81.80p.83	31.Amp.63	710C	•	RESTRICT FEED FORM	SECOND CONFANT		
TAVEAN (PC)	BINDACINE	SCHACT	1		******	z z	•	BREIT, PLLOW CARR, COVER	SCALL No April		
LAIWAN	PRESCUE OF CITEDER CONTACTED					ntoc			THE COMPANY		
TRAE AND (FC.)	BEAUTYREST (Led. 1946)		,			*		O SHOOLD NOT STORT IND	THE COLOMBIA		A 1886
THABLAND (PC)	8 AND CROWN DESIGN (Last 1946)					*		O SHELLESSANDHERMEN OF THE	THE STATE CONSTANT	2004	7
THAILAND (PC)	8 AND HOUSE DESIGN					*		O PARLEMENTED NAS	LANGE CONTRACTOR	244	ACTIV
THARAND (PC is present)	S AND HOUSE DESIGN WISSELDING					R		G PUBLICATION PARTY	THE COLONIAL	244	MUM
THAILAND (PC)	BACKCARR					R			THE STATE OF THE PARTY		
THAIR AND (PC)	SHOPOUS	80	E-set II	# # # # # # # # -	11 Han-18	207 E	•		. APPEARS COMMISSED		E E
THAN AND (PC)	STANDARD - STYLKED					*		O SEC-TREFABLISHED	THE COMPANY		
THAILAND (PC)	8 AND CLOSE DESIGN					R		ID IN APPLICATION STATE	SECTION CONSTANT	474	MILLE
THAILAND	E AND HOUSE DESIGN	236104 Ear 31 70	ž					ID SI APPLICATION STATUS	THE COLD COLD AND	8 Ap 8	
TAMBLE GOVEN APPEAL	BEAUTYREST	1	Name of	*****	*****	R	•	SPI-AFFLED FOR CARCILLATION	meetre coerber		
TEAMERS (EGUTE AFTECA)	8 DEVICE	B7718	****	X THE	1	*	•	SPLAFFLED FOR CAPCHLATED	PRESIDENT COMPANY		

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REEL: 1815 FRAME: 0125

INTERNATIONAL TRADEMARKS											
	HAME	İ						,		:	
TILANGE (BOLTH APILEA)	emdacine		i							-	PERCONA ABBICIANE
TUMBIA	BEAUTYREST			1		_	PRACTOR SPEARFURD FOR CARCILLATION			Parie	FORM & REPARCE
TUNBIA	HELP A HED					X K	•	•			KOMMA BERAMEN
TIBRIDA		•				8	•	=			KOMM A RESIDENCE
						£					FORM & REPORTE
	TOTAL DESIGNA					£	PERCENT IN ACTION EXPENSED FOR 1 TE	THE PARTY CONTRACTOR	11-11-11	TE SECOND	EATTABOY.
	MARCH (TT TT LETT)	ŧ	*		17.16.01	3	•	THE COLUMN	1		Post Appear
UKRAME	BEAUTYREST (STYLEZED)	Ē			-	3	•				
EKRAINE.	HDE-A-BED	ŧ	MOse		15.88.40						CANTARON
UKBABNE	S & HOLDE DESIGN	ŧ	Bank		25.00				2	(Carant)	Rattabov
UK	CONTOURNEX	73A MC.10	2			١,			=	Total Park	KATTAROV
U.K. (PC)	CONTOLNETAX	•				• (SCIET, WATH, THINAIN
-	4000						•	THE CONTRACT			BOLAT, WADE, THREEAST
{					***	R	•	THE COLUMN			BOLL, WADE, TRANSIT
(A)	MT DAMED	I	R 1 1		2000	*		The Continue of the Continue o			•
יה ה	STATECHES		2743		-	X		findered consumers		j	
UNITIONAL (PC)	MANDEDEC	EL M	21 Aug 43			*					SOULT, WASH, VISHBANT
URUGUAT (PC)	8 AND HOUSE DESIGN	27.72	1001	# Q #	- T						PHTALLICA & AMOU
URUDDAY (PC)	8 AND HOUSE DESIGN		ILOSE N	1	1	: 1					I PITTALITICA & AMECIC
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MINISTRAY CHES	endather . Present to see	90119		1				The contract of the contract o			I PITTALLICIA A ASSICIC
(ac) stranger						R	A MAAR ENFERED IN 1748 PER LETTER	MARKET CONSTANT			I PTTALLIDA & ABBOC
OMOROWA (PC)	DEALLY DIEEF BY BIRDANA		•			R	•	SEPRESE CONTRACT			PETFALLENA & AMEGIC
UNICODAT (PC)	BEAUTYREST BY SMAKONS	*****		2	15.00.000	*	•	The Condition	#. P. S.		The state of the s
VENERA (ROUTHI AFILICA)	BEAUTYREST	2964		1	*****	R		The Colon Colon Colon			
VIDEA (BOUTH AFLICA)	8 DEVICE	-		****	*	*	*				The same of the sa
YENCH (BOUTH APLICA)	SPECIAL					£					
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VENEZUELA	POCKETED COM.					!					KINNED DAY - THRILICIARK MIDET
VETWAL	Si-Corporate	20012			1						FONES BAY - VIEW CLARK MODELY
VETHAM	6 & HOUSE DESIGN	I	9			1	R APP. TO USE SAL AS MED UNES 1970		In standard	Ē	WELFARING & GRAFT
Verman	BACTECARE	į				t :	APPLY TO MED BAL AN EAST LINES AND SECOND	Bearing Constant	10.15-71	i	WILK PARCHA & COLURY
						£	R APPL TO MED DAL AS NOS UNES 1974	THE COMPANY	14 May 21		WE REPERH & CRAFT
						8	R APP. TO SEE GAL AS LESS UNES 1874	SPECIAL COLONIES	M. Han-85	Ē	THE PERSON IN COLUMN
TELYAN	SA OLUME DESIGN					Ę	PDC940				
TWENTY THE	BEAUTYREST					È	PDC#40	PRODUCTION CONSTRAINT	13.Am #8	į	
ZEMBABWE	BINDACHE					Ē	PROCESS	anima Constitution			N. Marie and S. Company
ZDABABYTE	B & OLOBE DEPON					•	Morney			į.	Kush & Reserve
									1.44.0	į	Athen & Edmont.

SCHEDULE V

FILING OFFICES FOR UCC FINANCING STATEMENTS

	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

227160.4

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

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

227160.4

SCHEDULE VI

Insurance Certificates

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	AON RISK SERVICES INC TWO WORLD TRADE CENTE NEW YORK, NY 10048		ONLY A	nd confers This centific He coverage	SUED AS A MATTER NO RIGHTS UPON ATE DOES NOT AM AFFORDED BY THE S AFFORDING COVER	OF INFORMATION THE CERTIFICATE END, EXTEND OR POLICIES BELOW.
	212-441-2591		COMPANY A NI	-	ON FIRE INS CO	, <u> </u>
	uned Simmons Company		COMPANY		E ASSURANCE CO	
	ONE CONCOURSE PARKWAY ATLANTA, GA 30328-53	•	COMPANY	·		
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CO	TYPE OF PIEURANCE	POLICY NUMBER	POUCY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/Y)	LIAN	TS
λ	COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT	6122 369	10/29/98	10/29/99	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCUPRENCE FIRE DAMAGE IAPY ONO FIVE	4 2,000,000 5 2,000,000 6 1,000,000 1,000,000 5 1,000,000
	ALITOMOSILE VARIETY				MED EXP (Arry one derson) COMBINED SINGLE LIMIT	5,000
A	ALL OWNED AUTOS SCHEDULED AUTOS	3209535	10/29/98	10/29/99	BODILY INJURY (Per person)	• 1,000,000
	HIMED AUTOS NON-GWNED AUTOS X PHYSICAL DAMAGE	COMP/COLL.			BOOILY INJURY (Par accident)	£ .
	A PHIDICAL DARAGE	\$1,000 DEDUCTIBLE			PROPERTY DAMAGE	4
	ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT	
L	EXCESS LIABILITY X UMBRELIA FORM	BE3579915	10/29/98	10/29/99	AGGREGATE EACH OCCURRENCE AGGREGATE	• 50,000,000 • 50,000,000
3	OTHER THAN UMBRELLA FORM WORKERS CONFENSATION AND EMPLOYERS LABLITY THE PROPRIETORY PARTMERSPOREUTIVE OFFICIALS ARE: EXCL	3472157 (AQS) 3472158 (CA)	10/29/98	10/25/99	WG STATU- OTH- TORY LIMITS ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	• 500,000 • 500,000 • 500,000
:	ADD'L WC POLICIES	3472159 (IL,NY) 3472160 (LA) 3472161 (OR,WI)	10/29/98	10/29/99	\$500,000 EA. A \$500,000 POL. : \$500,000 EA. E	CC.
UZ	MPTION OF OPERATIONS/LOCATIONS/VEHI SS A.G., STANIFORD BRAI NSURED ON BEHALF OF TR	NCE, ADMINISTRATIVE A				,
	HITTPATERIO (SPECIFIC LICENSESSES)					
Д	DS A.G., STAMFORD BRI DMINISTRATIVE AGENT 177 WASHINGTON BLVD.	rnCa	EXPIRATION S	DATE THEREOF, THE WALTEN NOTICE TO	Signified Policies be cand Issuing Company Will E The Certificate Holder N Ice Shall impose no oblig Ice Shall impose no oblig	NDEAVOR TO MAIL AMED TO THE LEFT,
5	TAMPORD, CT 06901		OF ANY RIN	ELENTATIVE CO	MPANY_ITE AMENTS ON	382434000

i kani	ACORD, CERTIF	ieriel zaelseefigiii		SEARCH		DATE MM/DDMY) 10/27/98
Я	ouce on Risk Services Inc wo World Trade Center	· =	HOLDER.	4D CONFERS I This certific	Sued as a matter in a rights upon the late of the late	OF INFORMATION THE CERTIFICATE THO DE
	lew York, NY 10048				AFFORDING COVER	
2	12-441-1000	·	COMPANY			
	IRED		COMPANY	Many Con In	Wrance Company	
	immons Company		8			<u></u>
	ne Concourse Parkway tlants, GA 30328-5345		COMPANY			
•	1		COMPANY			
		1 PF				
	INDICATED, NOTWITHSTANDING AI CERTIFICATE MAY BE ISSUED OR I	ICIES OF INSURANCE LISTED BELOW MY REQUIREMENT, TERM OR CONDITK MAY PERTAIN, THE INSURANCE AFFO SUCH POLICIES, LIMITS SHOWN MAY	on of any cont prded by the po	ract or other d Ducies described	DOCUMENT WITH RESPECT OF HEREIN IS SUBJECT TO	T TO WHICH THIS
CC LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY DOPRATION DATE (MM/00/YY)	UMIT	rs
	GENERAL HARLITY				GENERAL AGGREGATE	•
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OF AGE	3
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	<u>•</u>
i	GWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	\$
					MÉD EXP (Añy ôhà person)	
	AUTOMOBILE JABRIETY OTUM YANA				COMBINED SINGLE LIMIT	5
	ALL OWNED AUTOS				BODILY INJURY (Per person)	•
- 1	HIRED AUTOS		ŀ		SODILY INJURY	
	NON-OWNED AUTOS	İ			(Par accident)	
				, ·	PROPERTY DAMAGE	1
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	3
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	<u> </u>
ľ					AGGREGATE	
寸	EXCESS LIABILITY				EACH OCCURRENCE	\$
- 1	UMSRELLA FORM				AGGREGATE	•
Ì	OTHER THAN UMBRELLA FORM	<u> </u>				•
-	WORKERS COMPENSATION AND				WC STATUL CTH-	
ļ	EMPLOYERS LIABILITY	ļ		Ì	EL BACH ACCIDENT	1
ľ	THE PROPRIETORY INCL			İ	EL DISEASE - POLICY LIMIT	
- [PARTMERSÆXEGUTIVE				EL DISEASE - EA EMPLOYEE	
-	OFFICERS ARE: EXCL					
		CIPIE About CIVIED	10/29/98	9/30/99	See Attached	I
	All Risk Property	SEE ATTACHED	10/23/36	3/30/33	DGG VFCAAAAA	
- 1	Subject to Policy		İ			
	Terms, Cond & RXC1	V COLORAIN TYPES				
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g:	V. C. C. C. C. C. C. C. C. C. C. C. C. C.			gil qila i gil da geografiya kilaying qildirigil (qiladirida		
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	BS A.G., Stumford Bra	nca		=	HEFUING COMPANY WILL E	
	dministrative Agent				THE CENTRICATE HOLDER N	
	77 Washington Blvd.				ICE SHALL IMPOSE NO BRUE	
S	tamford, CT 06901		AUTHORIZED BEF		HOW ITS Appoint OR	311995000
-				La proprie de la companya del companya del companya de la companya		
300	RIS 254 Fright of Co.					SELECTION COMP.

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Simmons (Company				
10/29/98 - 9/30/99 Property/B	oiler & Machin	ery Program			
Layer	Company	Policy No.			
\$2.5MM Primary	Lexington	8521790			
\$5MM p/o \$10MM e/o \$2.5MM	GenStar	IPG353576A			
\$2.5MM p/o \$10MM e/o \$2.5MM	Essex	MSP2943			
\$2.5MM p/o \$10MM e/o \$2.5MM First Specialty PRP77008-B \$1.5MM p/o \$2.5MM e/o \$12.5MM Agricultural CPP2996130					
\$2.5MM p/o \$10MM e/o \$2.5MM First Specialty PRP77008-B \$1.5MM p/o \$2.5MM e/o \$12.5MM Agricultural CPP2996130					
\$1MM p/o \$2.5MM e/o \$12.5MM	Frontier	FCP2996130			
\$10MM e/o \$15MM	TBD	TBD			
1,106,464,724 Blanket Excess	Zurich	ERP2820960-01			
\$35MM e/o \$90MM DIC	Hartford	10XLSQG3092			
5100MM B&M	Travelers	BMG849K7382			

10/28/98 2:56 PM

Lender's Loss Payable Endorsement- Form 438 BFU

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

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- 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.
- 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.
- 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.
- 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:

Date: October 28, 1998

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.:

244130-377

Title of Paper:

Pledge and Security Agreement

between Simmons Company and UBS A.G.

"Express Mail" Label No.

RECORDED: 11/20/1998

EL107310375US

Date of Deposit:

November 💍, 1998

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I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Kristine Fyfe
Kristine Fyfe

(Signature)