

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407623

| | | | |
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Term Loan Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dreamwell, Ltd. | | 11/08/2016 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | UBS AG, Stamford Branch, as Administrative Agent | | |
| Street Address: | 600 Washington Blvd | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | Banking corporation: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 208 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5019345 | SURFACECOOL | |
| Registration Number: | 5019333 | NXG | |
| Registration Number: | 4941404 | BEAUTYREST 3D | |
| Registration Number: | 5038097 | S SIMMONS | |
| Registration Number: | 4871678 | YOURFORM | |
| Registration Number: | 4725071 | SIMMONS | |
| Registration Number: | 4813739 | BEAUTYSLEEP | |
| Registration Number: | 4721382 | BEAUTYREST | |
| Registration Number: | 4721248 | COMFORPEDIC IQ | |
| Registration Number: | 4721223 | RENEW | |
| Registration Number: | 4650294 | BEAUTYREST | |
| Registration Number: | 4633733 | DREAM IN BLACK | |
| Registration Number: | 4566776 | SLEEP CLIMATE | |
| Registration Number: | 4558611 | BEAUTYFOAM | |
| Registration Number: | 4589496 | CROSSOVER | |
| Registration Number: | 4589443 | ALLOY | |
| Registration Number: | 4569087 | MERIDIAN | |
| Registration Number: | 4569053 | SURI | |
| Registration Number: | 4580913 | GIA | |
| TRADEMARK | | | |

CH \$5215.00 5019345

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 4580914 | CANDACE |
| Registration Number: | 4580915 | MCKENNA |
| Registration Number: | 4569054 | PHOEBE |
| Registration Number: | 4580916 | ARIANNA |
| Registration Number: | 4305102 | NUFLEX |
| Registration Number: | 4735628 | RECHARGE |
| Registration Number: | 4339588 | S SIMMONS |
| Registration Number: | 4339589 | BEAUTYREST |
| Registration Number: | 4277101 | COMFORPEDIC |
| Registration Number: | 4433044 | GELTOUCH |
| Registration Number: | 4151785 | LIVING LIFE FULLY CHARGED |
| Registration Number: | 4162489 | TRUENERGY |
| Registration Number: | 4174462 | |
| Registration Number: | 4151768 | RECHARGE |
| Registration Number: | 4155720 | AIRCOOL |
| Registration Number: | 4210881 | REACTION MATERIAL |
| Registration Number: | 4210831 | ST. DOMINICK |
| Registration Number: | 4126554 | BEST OF BOTH WORLDS |
| Registration Number: | 4129530 | SMART RESPONSE |
| Registration Number: | 4026980 | |
| Registration Number: | 4112546 | PHENOM |
| Registration Number: | 4122426 | BEAUTYREST BLACK BEYOND |
| Registration Number: | 3877086 | WESTMINSTER |
| Registration Number: | 4132406 | BETTER SLEEP THROUGH SCIENCE |
| Registration Number: | 4135963 | BOWLING BALL MATTRESS |
| Registration Number: | 4119041 | BEAUTYSOFT |
| Registration Number: | 3929926 | B |
| Registration Number: | 4159253 | |
| Registration Number: | 4003288 | BEAUTYREST |
| Registration Number: | 4003290 | BEAUTYREST ANNIVERSARY |
| Registration Number: | 4003287 | BEAUTYREST |
| Registration Number: | 4003289 | S SIMMONS |
| Registration Number: | 4292646 | BEAUTYREST ELEMENTS |
| Registration Number: | 3727951 | DEEP SLEEP |
| Registration Number: | 3901285 | ENDUROTECH |
| Registration Number: | 3804347 | SLEEP 4 YEARS |
| Registration Number: | 3785779 | TRANSFLEXION |
| Registration Number: | 4070966 | VARIFORM ADVANCED POCKETED COIL |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3986150 | COMFOR PEDIC LOFT |
| Registration Number: | 3998535 | CONTOUR FIT |
| Registration Number: | 3781905 | SIMMONS KIDS |
| Registration Number: | 3796389 | BEAUTYREST STUDIO |
| Registration Number: | 3781904 | S SIMMONS KIDS |
| Registration Number: | 3752729 | NASSAU |
| Registration Number: | 3595555 | BEAUTYREST BEGINNINGS |
| Registration Number: | 3365492 | EXCEPTIONALE |
| Registration Number: | 3591976 | BEAUTYREST |
| Registration Number: | 3731745 | BEAUTYREST BLACK |
| Registration Number: | 3731746 | BEAUTYREST BLACK |
| Registration Number: | 3574122 | EVENLOFT |
| Registration Number: | 3393270 | BEAUTYREST BLACK |
| Registration Number: | 3215296 | ROOSEVELT |
| Registration Number: | 3228657 | BACKCARE BABY |
| Registration Number: | 3233968 | HEALTHSMART |
| Registration Number: | 3344671 | SIMMONS KIDS |
| Registration Number: | 3146026 | HEALTHSMART |
| Registration Number: | 3145987 | HIS SIDE HER SIDE |
| Registration Number: | 3534412 | BACKCARE |
| Registration Number: | 3189821 | COMFOR-PEDIC |
| Registration Number: | 2992876 | S SIMMONS |
| Registration Number: | 2810380 | SIMMONS |
| Registration Number: | 2791028 | BEAUTYREST |
| Registration Number: | 2847323 | KENNEDY |
| Registration Number: | 2912053 | SUPER POCKETED COIL |
| Registration Number: | 2826142 | SHOOTING STAR |
| Registration Number: | 2826143 | LATITUDES |
| Registration Number: | 2884857 | DREAMWELL |
| Registration Number: | 3189714 | MOISTUREBAN |
| Registration Number: | 2717164 | WORLD CLASS |
| Registration Number: | 2585251 | BEAUTYREST |
| Registration Number: | 2532958 | PALM SPRINGS |
| Registration Number: | 2548303 | MADISON AVENUE |
| Registration Number: | 2622831 | CUMULUS |
| Registration Number: | 2732503 | TRITON |
| Registration Number: | 2407982 | POWERBEAM |
| Registration Number: | 2418259 | POWER SLEEP |

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 2373835 | ST. RICHARD |
| Registration Number: | 2373836 | TRIDENT |
| Registration Number: | 2349540 | EDMONTON |
| Registration Number: | 2363836 | GLENDALE |
| Registration Number: | 2371682 | ST. MARK |
| Registration Number: | 2381833 | FARMINGTON |
| Registration Number: | 2371683 | AMHERST |
| Registration Number: | 2380003 | BIRMINGHAM |
| Registration Number: | 2378110 | ST. ANDREW |
| Registration Number: | 2439815 | ASTORIA |
| Registration Number: | 2158865 | COLLECTOR'S EDITION |
| Registration Number: | 2185599 | FIRST IMPRESSION |
| Registration Number: | 2201922 | ENTRE |
| Registration Number: | 2089232 | CHAMBOURG |
| Registration Number: | 2083943 | ST. THOMAS |
| Registration Number: | 2083945 | ST. CAROLINE |
| Registration Number: | 2091139 | ST. MARTIN |
| Registration Number: | 2091138 | ST. STEPHEN |
| Registration Number: | 2079253 | EQUATION OF SLEEP |
| Registration Number: | 2028820 | WILLOWBROOK |
| Registration Number: | 2017733 | GLENWOOD |
| Registration Number: | 2017734 | MEADOWBROOK |
| Registration Number: | 2020809 | AVONDALE |
| Registration Number: | 2017737 | FOREST GLEN |
| Registration Number: | 2019233 | OAKDALE |
| Registration Number: | 2219191 | SIMMONS |
| Registration Number: | 2146787 | SIMMONS |
| Registration Number: | 1993518 | EMPEROR |
| Registration Number: | 1988656 | TRIBEKA |
| Registration Number: | 1988658 | GREENWICH |
| Registration Number: | 1988645 | RYAN |
| Registration Number: | 2038305 | QUEBEC |
| Registration Number: | 2033494 | BRUSSELS |
| Registration Number: | 1991332 | MYSTIC |
| Registration Number: | 1988644 | MILAN |
| Registration Number: | 1988643 | ALEXANDER |
| Registration Number: | 1988651 | CYPRESS |
| Registration Number: | 1993378 | PROVIDENCE |

| Property Type | Number | Word Mark |
|-----------------------------|---------------|-----------------------------|
| Registration Number: | 2304404 | POCKET COIL |
| Registration Number: | 2478738 | POCKETED COIL |
| Registration Number: | 2191136 | POCKET REST |
| Registration Number: | 2036089 | CONTENDER |
| Registration Number: | 2036088 | FINALIST |
| Registration Number: | 2036091 | CONTESTANT |
| Registration Number: | 2036090 | MEDALIST |
| Registration Number: | 2039393 | RIVAL |
| Registration Number: | 2030907 | ACHIEVER |
| Registration Number: | 2030862 | THE DO NOT DISTURB MATTRESS |
| Registration Number: | 2091655 | EVENING WHISPER |
| Registration Number: | 2010820 | BEAUTYREST |
| Registration Number: | 2022446 | SIMMONS |
| Registration Number: | 1901372 | ROOSEVELT |
| Registration Number: | 1898953 | WINDSOR |
| Registration Number: | 1904444 | BEAUTYREST |
| Registration Number: | 1961293 | COLUMBIA |
| Registration Number: | 1788183 | BEAUTYREST |
| Registration Number: | 1833346 | BEAUTY-EDGE |
| Registration Number: | 1747133 | EMINENCE |
| Registration Number: | 1779689 | AMERICUS |
| Registration Number: | 1697653 | HARMONY |
| Registration Number: | 1689575 | ALEXANDRIA |
| Registration Number: | 2070092 | SLUMBERLAND |
| Registration Number: | 2052985 | SLUMBERLAND |
| Registration Number: | 2091517 | SLUMBERLAND |
| Registration Number: | 1556867 | GOLDEN VALUE |
| Registration Number: | 1554755 | ULTRA FIT |
| Registration Number: | 1521862 | CONCORDE |
| Registration Number: | 1542562 | PARAMOUNT |
| Registration Number: | 1404977 | BEAUTYREST CONTINENTAL |
| Registration Number: | 1324591 | CARESSE |
| Registration Number: | 1198771 | BEAUTY SLEEP |
| Registration Number: | 1154910 | BACK GUARD |
| Registration Number: | 1175204 | SLUMBERLAND |
| Registration Number: | 1042926 | ECONO-PEDIC |
| Registration Number: | 0970738 | MAXIPEDIC |
| Registration Number: | 0881255 | LA GRANDE |

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 0866628 | WORLD OF SLEEP |
| Registration Number: | 0865743 | GLAMOUREST |
| Registration Number: | 0813001 | BACKCARE |
| Registration Number: | 811703 | FABRISAN |
| Registration Number: | 0732490 | BELMONT |
| Registration Number: | 730091 | SILVER LABEL |
| Registration Number: | 0682875 | SLUMBER ROYAL |
| Registration Number: | 0672494 | VANDERBILT |
| Registration Number: | 0638778 | SLEEPERS CHOICE |
| Registration Number: | 602721 | BEAUTYREST |
| Registration Number: | 0518793 | DEEPSLEEP |
| Registration Number: | 0518794 | OLYMPIC |
| Registration Number: | 525694 | AMBASSADOR |
| Registration Number: | 0522243 | VOGUE |
| Registration Number: | 0515127 | TRAVELER |
| Registration Number: | 0532319 | SIMMONS |
| Registration Number: | 0522187 | HIDE-A-BED |
| Registration Number: | 0513425 | BELMONT |
| Registration Number: | 0512535 | BEAUTYREST |
| Registration Number: | 0513421 | MONARCH |
| Registration Number: | 506989 | DREAMWELL |
| Registration Number: | 0524621 | SLUMBER TIME |
| Registration Number: | 0318383 | DREAM SLEEP |
| Registration Number: | 0297286 | SLUMBERLAND |
| Registration Number: | 0283763 | DEEP SLEEP |
| Serial Number: | 87151692 | SIMMONS |
| Serial Number: | 87131649 | INTERNET OF SLEEP |
| Serial Number: | 87131657 | INTERNET OF SLEEP |
| Serial Number: | 87083356 | BEAUTYCLOUD |
| Serial Number: | 86956729 | JEFFERSON LUXURY |
| Serial Number: | 86955212 | HEALTHSMART |
| Serial Number: | 86749431 | SMART MOTION BASE |
| Serial Number: | 86743539 | SMARTMOTION BASE |
| Serial Number: | 86726964 | SNORESTOPPER |
| Serial Number: | 86590607 | SIMMONS |
| Serial Number: | 86503463 | SIMMONS |
| Serial Number: | 86503535 | BEAUTYREST |

CORRESPONDENCE DATA**Fax Number:** 2127514864*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212-906-1200**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 2:** Suite 1000**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 029217-0298**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /S/ Angela M. Amaru**DATE SIGNED:** 12/05/2016**Total Attachments: 33**

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TRADEMARK**REEL: 005935 FRAME: 0115**

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FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 8, 2016, (this "Agreement"), by Dreamwell, Ltd., a Nevada limited liability company ("Dreamwell"), SSB Manufacturing (as defined below) and National Bedding (as defined below and together with Dreamwell and SSB Manufacturing, the "Grantors" and each, a "Grantor") in favor of UBS AG, Stamford Branch ("UBS"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Top Borrower (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation (formerly known as Simmons Bedding Company, "SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "First Lien Lenders"), UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set


forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

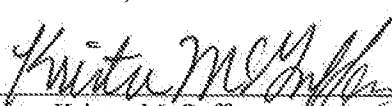
SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

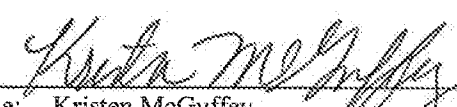
SECTION 5. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


SSB MANUFACTURING COMPANY
[formerly known as Simmons Bedding Company]
By: 
Name: Kristen McGuffey
Title: Executive Vice President, General Counsel
and Secretary

DREAMWELL, LTD.
By: 
Name: Kristen McGuffey
Title: Vice President and Secretary

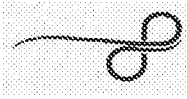





NATIONAL BEDDING COMPANY L.L.C.
By: 
Name: Kristen McGuffey
Title: General Counsel and Secretary

SCHEDULE I

TRADEMARK REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------------|----------------------------|---|
| DREAMWELL, LTD. | 5019345 | SURFACECOOL |
| DREAMWELL, LTD. | 5019333 | NXG |
| DREAMWELL, LTD. | 4941404 | BEAUTYREST 3D |
| DREAMWELL, LTD. | 5038097 |  |
| NATIONAL BEDDING COMPANY L.L.C. | 4974255 | SLEEP SIMPLE |
| NATIONAL BEDDING COMPANY L.L.C. | 4852950 | THE MATTRESS SHOPPE |
| DREAMWELL, LTD. | 4871678 | YOURFORM |
| DREAMWELL, LTD. | 4725071 | SIMMONS |
| DREAMWELL, LTD. | 4813739 | BEAUTYSLEEP |
| DREAMWELL, LTD. | 4721382 | BEAUTYREST |
| DREAMWELL, LTD. | 4721248 | COMFORPEDIC IQ |
| DREAMWELL, LTD. | 4721223 | RENEW |
| DREAMWELL, LTD. | 4650294 | BEAUTYREST |
| DREAMWELL, LTD. | 4633733 | DREAM IN BLACK |
| DREAMWELL, LTD. | 4566776 | SLEEP CLIMATE |
| DREAMWELL, LTD. | 4558611 | BEAUTYFOAM |
| DREAMWELL, LTD. | 4589496 | CROSSOVER |
| DREAMWELL, LTD. | 4589443 | ALLOY |
| DREAMWELL, LTD. | 4569087 | MERIDIAN |
| DREAMWELL, LTD. | 4569053 | SURI |
| DREAMWELL, LTD. | 4580913 | GIA |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------------|---------------------|--|
| DREAMWELL, LTD. | 4580914 | CANDACE |
| DREAMWELL, LTD. | 4580915 | MCKENNA |
| DREAMWELL, LTD. | 4569054 | PHOEBE |
| DREAMWELL, LTD. | 4580916 | ARIANNA |
| DREAMWELL, LTD. | 4305102 | NUFLEX |
| DREAMWELL, LTD. | 4735628 | RECHARGE |
| DREAMWELL, LTD. | 4339588 |  |
| DREAMWELL, LTD. | 4339589 |  |
| DREAMWELL, LTD. | 4277101 | COMFORPEDIC |
| NATIONAL BEDDING COMPANY L.L.C. | 4299141 | ESSENTIAL ELEMENTS |
| DREAMWELL, LTD. | 4433044 | GELTOUCH |
| DREAMWELL, LTD. | 4151785 | LIVING LIFE FULLY CHARGED |
| DREAMWELL, LTD. | 4162489 | TRUENERGY |
| DREAMWELL, LTD. | 4174462 | Design Only  |
| DREAMWELL, LTD. | 4151768 | RECHARGE |
| DREAMWELL, LTD. | 4155720 | AIRCOOL |
| DREAMWELL, LTD. | 4210881 | REACTION MATERIAL |
| DREAMWELL, LTD. | 4210831 | ST. DOMINICK |
| DREAMWELL, LTD. | 4126554 | BEST OF BOTH WORLDS |
| DREAMWELL, LTD. | 4129530 | SMART RESPONSE |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|---|
| DREAMWELL, LTD. | 4026980 |  |
| DREAMWELL, LTD. | 4112546 | PHENOM |
| DREAMWELL, LTD. | 4122426 | BEAUTYREST BLACK BEYOND |
| DREAMWELL, LTD. | 3877086 | WESTMINSTER |
| DREAMWELL, LTD. | 4132406 | BETTER SLEEP THROUGH SCIENCE |
| DREAMWELL, LTD. | 4135963 | BOWLING BALL MATTRESS |
| DREAMWELL, LTD. | 4119041 | BEAUTYSOFT |
| DREAMWELL, LTD. | 3929926 | B  |
| DREAMWELL, LTD. | 4159253 |  |
| DREAMWELL, LTD. | 4003288 |  |
| DREAMWELL, LTD. | 4003290 | BEAUTYREST ANNIVERSARY |
| DREAMWELL, LTD. | 4003287 |  |
| DREAMWELL, LTD. | 4003289 |  |
| DREAMWELL, LTD. | 4292646 | BEAUTYREST ELEMENTS |
| DREAMWELL, LTD. | 3727951 | DEEP SLEEP |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
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| DREAMWELL, LTD. | 3901285 | ENDUROTECH |
| DREAMWELL, LTD. | 3804347 | SLEEP 4 YEARS |
| DREAMWELL, LTD. | 3785779 | TRANSFLEXION |
| DREAMWELL, LTD. | 4070966 | VARIFORM ADVANCED POCKETED COIL |
| DREAMWELL, LTD. | 3986150 | COMFOR PEDIC LOFT |
| DREAMWELL, LTD. | 3998535 | CONTOUR FIT |
| DREAMWELL, LTD. | 3781905 | SIMMONS KIDS |
| DREAMWELL, LTD. | 3796389 | BEAUTYREST STUDIO |
| DREAMWELL, LTD. | 3781904 |  |
| DREAMWELL, LTD. | 3752729 | NASSAU |
| NATIONAL BEDDING COMPANY L.L.C. | 3491355 | AMERICA'S MATTRESS |
| DREAMWELL, LTD. | 3595555 | BEAUTYREST BEGINNINGS |
| DREAMWELL, LTD. | 3365492 | EXCEPTIONALE |
| DREAMWELL, LTD. | 3591976 | BEAUTYREST |
| DREAMWELL, LTD. | 3731745 | BEAUTYREST BLACK |
| DREAMWELL, LTD. | 3731746 | BEAUTYREST BLACK |
| DREAMWELL, LTD. | 3574122 | EVENLOFT |
| DREAMWELL, LTD. | 3393270 | BEAUTYREST BLACK |
| DREAMWELL, LTD. | 3215296 | ROOSEVELT |
| DREAMWELL, LTD. | 3228657 | BACKCARE BABY |
| DREAMWELL, LTD. | 3233968 | HEALTHSMART |
| DREAMWELL, LTD. | 3344671 | SIMMONS KIDS |
| DREAMWELL, LTD. | 3146026 | HEALTHSMART |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------------|---------------------|---|
| DREAMWELL, LTD. | 3145987 | HIS SIDE HER SIDE |
| DREAMWELL, LTD. | 3534412 | BACKCARE |
| DREAMWELL, LTD. | 3189821 | COMFOR-PEDIC |
| NATIONAL BEDDING COMPANY L.L.C. | 3684436 | FIVE STAR MATTRESS |
| DREAMWELL, LTD. | 2992876 |  |
| DREAMWELL, LTD. | 2810380 | SIMMONS |
| DREAMWELL, LTD. | 2791028 | BEAUTYREST |
| DREAMWELL, LTD. | 2847323 | KENNEDY |
| DREAMWELL, LTD. | 2912053 | SUPER POCKETED COIL |
| DREAMWELL, LTD. | 2826142 | SHOOTING STAR |
| DREAMWELL, LTD. | 2826143 | LATITUDES |
| DREAMWELL, LTD. | 2884857 | DREAMWELL |
| DREAMWELL, LTD. | 3189714 | MOISTUREBAN |
| DREAMWELL, LTD. | 2717164 | WORLD CLASS |
| NATIONAL BEDDING COMPANY L.L.C. | 2927140 | AMERICA'S MATTRESS  |
| DREAMWELL, LTD. | 2585251 | <i>Beautyrest</i> |
| DREAMWELL, LTD. | 2532958 | PALM SPRINGS |
| DREAMWELL, LTD. | 2548303 | MADISON AVENUE |
| DREAMWELL, LTD. | 2622831 | CUMULUS |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|---------------------|
| DREAMWELL, LTD. | 2732503 | TRITON |
| DREAMWELL, LTD. | 2407982 | POWERBEAM |
| DREAMWELL, LTD. | 2418259 | POWER SLEEP |
| DREAMWELL, LTD. | 2373835 | ST. RICHARD |
| DREAMWELL, LTD. | 2373836 | TRIDENT |
| DREAMWELL, LTD. | 2349540 | EDMONTON |
| DREAMWELL, LTD. | 2363836 | GLENDALE |
| DREAMWELL, LTD. | 2371682 | ST. MARK |
| DREAMWELL, LTD. | 2381833 | FARMINGTON |
| DREAMWELL, LTD. | 2371683 | AMHERST |
| DREAMWELL, LTD. | 2380003 | BIRMINGHAM |
| DREAMWELL, LTD. | 2378110 | ST. ANDREW |
| SIMMONS COMPANY | 2439815 | ASTORIA |
| DREAMWELL, LTD. | 2158865 | COLLECTOR'S EDITION |
| DREAMWELL, LTD. | 2185599 | FIRST IMPRESSION |
| DREAMWELL, LTD. | 2201922 | ENTRE |
| DREAMWELL, LTD. | 2089232 | CHAMBOURG |
| DREAMWELL, LTD. | 2083943 | ST. THOMAS |
| DREAMWELL, LTD. | 2083945 | ST. CAROLINE |
| DREAMWELL, LTD. | 2091139 | ST. MARTIN |
| DREAMWELL, LTD. | 2091138 | ST. STEPHEN |
| DREAMWELL, LTD. | 2079253 | EQUATION OF SLEEP |
| DREAMWELL, LTD. | 2028820 | WILLOWBROOK |
| DREAMWELL, LTD. | 2017733 | GLENWOOD |
| DREAMWELL, LTD. | 2017734 | MEADOWBROOK |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|---|
| DREAMWELL, LTD. | 2020809 | AVONDALE |
| DREAMWELL, LTD. | 2017737 | FOREST GLEN |
| DREAMWELL, LTD. | 2019233 | OAKDALE |
| DREAMWELL, LTD. | 2219191 |  |
| DREAMWELL, LTD. | 2146787 |  |
| DREAMWELL, LTD. | 1993518 | EMPEROR |
| DREAMWELL, LTD. | 1988656 | TRIBEKA |
| DREAMWELL, LTD. | 1988658 | GREENWICH |
| DREAMWELL, LTD. | 1988645 | RYAN |
| DREAMWELL, LTD. | 2038305 | QUEBEC |
| DREAMWELL, LTD. | 2033494 | BRUSSELS |
| DREAMWELL, LTD. | 1991332 | MYSTIC |
| DREAMWELL, LTD. | 1988644 | MILAN |
| DREAMWELL, LTD. | 1988643 | ALEXANDER |
| DREAMWELL, LTD. | 1988651 | CYPRESS |
| DREAMWELL, LTD. | 1993378 | PROVIDENCE |
| SIMMONS COMPANY | 2304404 | POCKET COIL |
| DREAMWELL, LTD. | 2478738 | POCKETED COIL |
| DREAMWELL, LTD. | 2191136 | POCKET REST |
| DREAMWELL, LTD. | 2036089 | CONTENDER |
| DREAMWELL, LTD. | 2036088 | FINALIST |
| DREAMWELL, LTD. | 2036091 | CONTESTANT |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|-----------------------------|
| DREAMWELL, LTD. | 2036090 | MEDALIST |
| DREAMWELL, LTD. | 2039393 | RIVAL |
| DREAMWELL, LTD. | 2030907 | ACHIEVER |
| DREAMWELL, LTD. | 2030862 | THE DO NOT DISTURB MATTRESS |
| DREAMWELL, LTD. | 2091655 | EVENING WHISPER |
| DREAMWELL, LTD. | 2010820 | BEAUTYREST |
| DREAMWELL, LTD. | 2022446 | SIMMONS |
| DREAMWELL, LTD. | 1901372 | ROOSEVELT |
| DREAMWELL, LTD. | 1898953 | WINDSOR |
| DREAMWELL, LTD. | 1904444 | BEAUTYREST |
| DREAMWELL, LTD. | 1961293 | COLUMBIA |
| DREAMWELL, LTD. | 1788183 | <i>Beautyrest</i> |
| DREAMWELL, LTD. | 1833346 | BEAUTY-EDGE |
| DREAMWELL, LTD. | 1747133 | EMINENCE |
| DREAMWELL, LTD. | 1779689 | AMERICUS |
| DREAMWELL, LTD. | 1697653 | HARMONY |
| DREAMWELL, LTD. | 1689575 | ALEXANDRIA |
| DREAMWELL, LTD. | 2070092 | <i>Slumberland</i> |
| DREAMWELL, LTD. | 2052985 | SLUMBERLAND |
| DREAMWELL, LTD. | 2091517 | <i>Slumberland</i> |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|------------------------|
| DREAMWELL, LTD. | 1556867 | GOLDEN VALUE |
| DREAMWELL, LTD. | 1554755 | ULTRA FIT |
| DREAMWELL, LTD. | 1521862 | CONCORDE |
| DREAMWELL, LTD. | 1542562 | PARAMOUNT |
| DREAMWELL, LTD. | 1404977 | BEAUTYREST CONTINENTAL |
| DREAMWELL, LTD. | 1324591 | CARESSE |
| DREAMWELL, LTD. | 1198771 | BEAUTY SLEEP |
| DREAMWELL, LTD. | 1154910 | BACK GUARD |
| DREAMWELL, LTD. | 1175204 | SLUMBERLAND |
| DREAMWELL, LTD. | 1042926 | ECONO-PEDIC |
| DREAMWELL, LTD. | 0970738 | MAXIPEDIC |
| DREAMWELL, LTD. | 0881255 | LA GRANDE |
| DREAMWELL, LTD. | 0866628 | WORLD OF SLEEP |
| DREAMWELL, LTD. | 0865743 | GLAMOUREST |
| DREAMWELL, LTD. | 0813001 | BACKCARE |
| DREAMWELL, LTD. | 811703 | FABRISAN |
| DREAMWELL, LTD. | 0732490 | BELMONT |
| DREAMWELL, LTD. | 730091 | SILVER LABEL |
| DREAMWELL, LTD. | 0682875 | SLUMBER ROYAL |
| DREAMWELL, LTD. | 0672494 | VANDERBILT |
| SIMMONS COMPANY | 0638778 | SLEEPERS CHOICE |
| DREAMWELL, LTD. | 602721 | <i>Beautyrest</i> |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|-------------------|
| DREAMWELL, LTD. | 0518793 | <i>Deepsleep</i> |
| DREAMWELL, LTD. | 0518794 | <i>Olympic</i> |
| DREAMWELL, LTD. | 525694 | AMBASSADOR |
| DREAMWELL, LTD. | 0522243 | VOGUE |
| DREAMWELL, LTD. | 0515127 | TRAVELER |
| DREAMWELL, LTD. | 0532319 | SIMMONS |
| DREAMWELL, LTD. | 0522187 | <i>Hide-A-Bed</i> |
| DREAMWELL, LTD. | 0513425 | BELMONT |
| DREAMWELL, LTD. | 0512535 | <i>Beautyrest</i> |
| DREAMWELL, LTD. | 0513421 | MONARCH |
| DREAMWELL, LTD. | 506989 | DREAMWELL |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------|---------------------|---------------------|
| SIMMONS COMPANY | 0524621 | SLUMBER TIME |
| DREAMWELL, LTD. | 0318383 | DREAM SLEEP |
| DREAMWELL, LTD. | 0297286 | SLUMBERLAND |
| DREAMWELL, LTD. | 0283763 | DEEP SLEEP |

TRADEMARK APPLICATIONS

| APPLICANT | SERIAL NUMBER | TRADEMARK |
|-----------------|---------------|-------------------|
| DREAMWELL, LTD. | 87151692 | SIMMONS |
| DREAMWELL, LTD. | 87131649 | INTERNET OF SLEEP |
| DREAMWELL, LTD. | 87131657 | INTERNET OF SLEEP |
| DREAMWELL, LTD. | 87083356 | BEAUTYCLOUD |
| DREAMWELL, LTD. | 86956729 | JEFFERSON LUXURY |
| DREAMWELL, LTD. | 86955212 | HEALTHSMART |
| DREAMWELL, LTD. | 86749431 | SMART MOTION BASE |
| DREAMWELL, LTD. | 86743539 | SMARTMOTION BASE |
| DREAMWELL, LTD. | 86726964 | SNORESTOPPER |
| DREAMWELL, LTD. | 86590607 | SIMMONS |
| DREAMWELL, LTD. | 86503463 | SIMMONS |
| DREAMWELL, LTD. | 86503535 | BEAUTYREST |

SCHEDULE II

PATENTS

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|-------------------------|----------------------|--|
| DREAMWELL, LTD. | 7748066 | MATTRESS CENTER RIDGE COMPENSATOR |
| DREAMWELL, LTD. | 7047581 | STRANDED MATTRESS SPRING |
| DREAMWELL, LTD. | 8099811 | MULTI-STRANDED COIL SPRING |
| DREAMWELL, LTD. | 6944899 | STRANDED MATTRESS SPRING |
| DREAMWELL, LTD. | 7168117 | MULTI-STRANDED COIL SPRING |
| DREAMWELL, LTD. | 6931685 | ONE-SIDED MATTRESS |
| DREAMWELL, LTD. | 7418753 | ONE-SIDED MATTRESS |
| DREAMWELL, LTD. | 7814594 | ONE-SIDED MATTRESS |
| DREAMWELL, LTD. | 6799344 | TITANIUM MATTRESS MEMBER |
| DREAMWELL, LTD. | 7624464 | TITANIUM MATTRESS MEMBER |
| DREAMWELL, LTD. | 8127383 | TITANIUM MATTRESS MEMBER |
| DREAMWELL, LTD. | 6983499 | ADJUSTABLE BED SHIELDS |
| DREAMWELL, LTD. | 7827637 | MATTRESS WITH FLAME RESISTANT MOISTURE BARRIER |
| DREAMWELL, LTD. | 7992240 | MATTRESS WITH PIVOTING MEMBER ATTACHED TO ADJUSTABLE BED FRAME |
| DREAMWELL, LTD. | 7581271 | LOW PROFILE MATTRESS |
| DREAMWELL, LTD. | 8006529 | METHODS FOR MANUFACTURING COIL SPRINGS |
| DREAMWELL, LTD. | 8033231 | PANEL QUILT MACHINE WITH FEEDER PROVIDING REDUCED DOWNTIME |
| DREAMWELL, LTD. | 7017205 | PLASTIC MATTRESS FOUNDATION |
| DREAMWELL, LTD. | 7174583 | ADJUSTABLE HEIGHT FOUNDATION |

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|------------------|---------------|---|
| DREAMWELL, LTD. | 7690096 | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY |
| DREAMWELL, LTD. | 7036173 | CHANNEL-CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 7424763 | CHANNEL-CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 7370380 | MATTRESS WITH REMOVABLE TOP |
| DREAMWELL, LTD. | 7587775 | MATTRESS WITH REMOVABLE TOP |
| DREAMWELL, LTD. | 8181293 | MATTRESS WITH REMOVABLE TOP |
| DREAMWELL, LTD. | 7849542 | MATTRESSES HAVING FLAME RESISTANT PANEL |
| DREAMWELL, LTD. | 7174613 | METHOD FOR MANUFACTURING A FOAM CORE HAVING CHANNEL CUTS |
| DREAMWELL, LTD. | 6772463 | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS |
| DREAMWELL, LTD. | 7219381 | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS |
| DREAMWELL, LTD. | 7574763 | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS |
| DREAMWELL, LTD. | 8001639 | PERIMETER STIFFENING SYSTEM FOR A FOAM MATTRESS |
| DREAMWELL, LTD. | 6243900 | ONE-SIDED MATTRESS CONSTRUCTION |
| DREAMWELL, LTD. | 7096528 | BED CONSTRUCTION WITH REDUCED SAGGING |
| DREAMWELL, LTD. | 7444706 | BED CONSTRUCTION WITH REDUCED SAGGING |
| DREAMWELL, LTD. | 6408469 | BED CONSTRUCTION WITH REDUCED SAGGING |
| DREAMWELL, LTD. | 6561047 | METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE |

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|------------------|---------------|---|
| DREAMWELL, LTD. | 6792819 | METHOD AND SYSTEM FOR ANALYZING MOTION TRANSFERRED TO A SUBJECT ON A SLEEPING SURFACE |
| DREAMWELL, LTD. | 5974993 | QUILTED BORDER WINDER APPARATUS SYSTEM AND METHOD |
| DREAMWELL, LTD. | D655965 | FOOT PROTECTOR FOR A MATTRESS WITH A REVEAL |
| DREAMWELL, LTD. | D621197 | MATTRESS |
| DREAMWELL, LTD. | D661925 | COIL SPRING |
| DREAMWELL, LTD. | 7200884 | MATTRESS ASSEMBLY AND MANUFACTURING PROCESS FOR A MATTRESS USING ADHESIVE PATCHES |
| DREAMWELL, LTD. | D551012 | MATTRESS COVER WITH QUILT PATTERN |
| DREAMWELL, LTD. | D552397 | MATTRESS COVER WITH QUILT PATTERN |
| DREAMWELL, LTD. | D551011 | MATTRESS COVER WITH QUILT PATTERN |
| DREAMWELL, LTD. | D517844 | PLASTIC MATTRESS FOUNDATION DRAWER |
| DREAMWELL, LTD. | 6804849 | QUILTED MATTRESS COVER WITH INVERTED SEAM |
| DREAMWELL, LTD. | 6944900 | QUILTED MATTRESS COVER WITH INVERTED SEAM |
| DREAMWELL, LTD. | 7395568 | SELF-CONTAINED ARTICULATED MATTRESS |
| DREAMWELL, LTD. | 5940908 | REINFORCED BEDDING FOUNDATIONS |
| DREAMWELL, LTD. | 7165282 | HINGED FOAM ASSEMBLY FOR MATTRESS MANUFACTURING |
| DREAMWELL, LTD. | 6493887 | BOX SPRING CORNER GUARD |
| DREAMWELL, LTD. | 6687929 | BOX SPRING CORNER GUARD |
| DREAMWELL, LTD. | 6557198 | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA |

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|------------------|---------------|---|
| DREAMWELL, LTD. | 6678905 | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA |
| DREAMWELL, LTD. | 7103933 | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA |
| DREAMWELL, LTD. | 6519798 | MATTRESS AND BED ASSEMBLY PROVIDING AN ENLARGED SLEEPING SURFACE AREA |
| DREAMWELL, LTD. | 6718726 | METHOD AND APPARATUS FOR STORING AND TRANSPORTING STRINGS OF POCKETED COILS |
| DREAMWELL, LTD. | 6263532 | METHODS AND APPARATUS FOR REFURBISHING BEDDING MATTRESSES |
| DREAMWELL, LTD. | D655938 | ADJUSTABLE BASE FOR A BED |
| DREAMWELL, LTD. | 5987678 | MULTIPLE FIRMNESS MATTRESS |
| DREAMWELL, LTD. | 8250689 | CHANNEL-CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 8689380 | MULTI-STRANDED COIL SPRING |
| DREAMWELL, LTD. | 8307482 | MATTRESS OR MATTRESS PAD WITH GEL SECTION |
| DREAMWELL, LTD. | 8356372 | SYSTEMS AND METHODS FOR HINGED BEDDING ASSEMBLIES |
| DREAMWELL, LTD. | 9205483 | METHODS FOR MANUFACTURING COIL SPRINGS |
| DREAMWELL, LTD. | 8414732 | MATTRESSES HAVING FLAME RESISTANT PANEL |
| DREAMWELL, LTD. | 8800979 | SYSTEMS AND METHODS FOR CUSHION SUPPORTS |
| DREAMWELL, LTD. | 8984690 | MATTRESS AND SIDE RAIL ASSEMBLY WITH HIGH AIRFLOW |
| DREAMWELL, LTD. | 9301622 | SHELL FOR MATTRESS FOR ADJUSTABLE BED |

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|------------------|---------------|---|
| DREAMWELL, LTD. | D712682 | MATTRESS BORDER |
| DREAMWELL, LTD. | 9145479 | ODORLESS FOAM MATTRESS ASSEMBLY |
| DREAMWELL, LTD. | 8893337 | FIRE RESISTANT FLANGE FOR REMOVABLE TOP PANELS FOR USE IN MATTRESS ASSEMBLIES |
| DREAMWELL, LTD. | 8979079 | SPRING COILS FOR INNERSPRING ASSEMBLIES AND METHODS OF MANUFACTURE |
| DREAMWELL, LTD. | 8490231 | SYSTEMS, METHODS AND DESIGNS FOR HANDLES IN FURNITURE |
| DREAMWELL, LTD. | D681980 | ASYMMETRIC COIL SPRING |
| DREAMWELL, LTD. | 9161634 | ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS |
| DREAMWELL, LTD. | 8832888 | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW |
| DREAMWELL, LTD. | D683992 | MATTRESS |
| DREAMWELL, LTD. | D677965 | MATTRESS HANDLE |
| DREAMWELL, LTD. | D680358 | MATTRESS HANDLE |
| DREAMWELL, LTD. | 8918935 | CHANNEL CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 8474805 | MICROALLOYED SPRING |
| DREAMWELL, LTD. | 8919752 | MICROALLOYED SPRING |
| DREAMWELL, LTD. | 9427091 | MICROALLOYED SPRING |
| DREAMWELL, LTD. | D731820 | MATTRESS |
| DREAMWELL, LTD. | 9192245 | MATTRESS AND SIDE RAIL ASSEMBLIES HAVING HIGH AIRFLOW |
| DREAMWELL, LTD. | 8813279 | MATTRESSES AND MATTRESS FOUNDATIONS |
| DREAMWELL, LTD. | 8904578 | MULTI-PIECE MATTRESS SUPPORTING FOUNDATION |

| REGISTERED OWNER | PATENT NUMBER | TITLE |
|------------------|---------------|---|
| DREAMWELL, LTD. | 9003580 | MATTRESS DISPLAY |
| DREAMWELL, LTD. | 9314108 | PLUNGER MATRIX MATTRESS ASSEMBLIES |
| DREAMWELL, LTD. | 9314109 | MODULAR PLUNGER MATRIX MATTRESS |
| DREAMWELL, LTD. | 9119478 | DUAL-SPRING PLUNGER FOR A PLUNGER MATRIX MATTRESS |
| DREAMWELL, LTD. | 9226591 | PLUNGER FOR A PLUNGER MATRIX MATTRESS |
| DREAMWELL, LTD. | 9259097 | FOLDING PLUNGER MATRIX MATTRESS |
| DREAMWELL, LTD. | 9326616 | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYSTEMS |
| DREAMWELL, LTD. | 9158141 | THERMALLY ACTIVATED MATTRESS COVER AND DISPLAY |
| DREAMWELL, LTD. | D707061 | MATTRESS |
| DREAMWELL, LTD. | D707060 | MATTRESS AND FOUNDATION |

PATENT APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TITLE |
|-----------------|--------------------|---|
| DREAMWELL, LTD. | 11/416927 | MATTRESS WITH CROWNED PANEL |
| DREAMWELL, LTD. | 13/354571 | MATTRESS OR MATTRESS PAD WITH GEL SECTION |
| DREAMWELL, LTD. | 12/732876 | METHOD OF MANUFACTURING AN AGED MATTRESS ASSEMBLY |
| DREAMWELL, LTD. | 12/624634 | SYSTEMS AND METHODS FOR MATTRESS ASSEMBLIES WITH ATTACHED CUSTOMER ASSISTANCE SENSORY DEVICES |
| DREAMWELL, LTD. | 12/806723 | SYSTEMS AND METHODS FOR MANUFACTURING SPRINGS WITH FOAM CHARACTERISTICS |

| APPLICANT | APPLICATION NUMBER | TITLE |
|-----------------|--------------------|--|
| DREAMWELL, LTD. | 13/015399 | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS |
| DREAMWELL, LTD. | 13/558092 | FOAM MATTRESS ASSEMBLY WITH INCREASED AIRFLOW AND INDEPENDENT SUSPENSION |
| DREAMWELL, LTD. | 13/560386 | MATTRESS ASSEMBLY WITH HIGH AIRFLOW |
| DREAMWELL, LTD. | 13/008720 | ASYMMETRICAL COMBINED CYLINDRICAL AND CONICAL SPRINGS |
| DREAMWELL, LTD. | 14/528331 | CHANNEL-CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 14/582331 | CHANNEL-CUT CUSHION SUPPORTS |
| DREAMWELL, LTD. | 15/072419 | ENERGY HARVESTING MATTRESS WITH THERMOELECTRIC FABRIC |
| DREAMWELL, LTD. | 15/072397 | TEMPERATURE CONTROL MATTRESS WITH THERMOELECTRIC FABRIC |
| DREAMWELL, LTD. | 15/003936 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 15/003950 | BEDDING PRODUCT PACKAGING AND PROCESS |
| DREAMWELL, LTD. | 15/003953 | STAGING CART FOR TRANSPORTING MATTRESSES |
| DREAMWELL, LTD. | 15/003940 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 15/003944 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 15/003942 | MATTRESS MANUFACTURING PROCESS AND APARATUS |
| DREAMWELL, LTD. | 15/003929 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 15/004334 | AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 15/003948 | SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING |
| DREAMWELL, LTD. | PCT/US2016/014473 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |

| APPLICANT | APPLICATION NUMBER | TITLE |
|------------------|--------------------|--|
| DREAMWELL, LTD. | PCT/US2016/014525 | AUTOMATED MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | PCT/US2016/014576 | SCHEDULING PROCESS FOR AUTOMATED MATTRESS MANUFACTURING |
| DREAMWELL, LTD. | 14/456423 | SYSTEMS AND METHODS FOR CUSHION SUPPORTS |
| DREAMWELL, LTD. | 14802385 | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS |
| DREAMWELL, LTD. | 15/084620 | SYSTEMS AND METHODS FOR BEDDING WITH SLEEP DIAGNOSTICS |
| DREAMWELL, LTD. | 13/677666 | MATTRESS FOUNDATION |
| DREAMWELL, LTD. | 13/657130 | MULTI-LAYERED CONVOLUTED FOAM LAYER |
| DREAMWELL, LTD. | 13/689690 | MATTRESS DISPLAY PACKAGING AND DISPLAY CONTAINER |
| DREAMWELL, LTD. | 14/078837 | HYBRID MATTRESS ASSEMBLIES |
| DREAMWELL, LTD. | 15/076901 | ACTIVE AIRFLOW TEMPERATURE CONTROLLED BEDDING SYTEMS |
| DREAMWELL, LTD. | 14/307635 | DISPLAY DEVICE FOR A PLUNGER MATRIX MATTRESS |
| DREAMWELL, LTD. | 14/046547 | FIRE RESISTANT PANEL AND METHODS OF FIRE BLOCKING AN ARTICLE |
| DREAMWELL, LTD. | 14/547669 | FIRE RESISTANT PANEL INCLUDING VERTICALLY ORIENTED FIRE RETARDANT TREATED FIBERS AND AN ADAPTIVE COVERING MATERIAL |
| DREAMWELL, LTD. | 14/600114 | MATTRESS INCLUDING FLAT SPRINGS |
| DREAMWELL, LTD. | 14/661378 | ACCELERATED CALIBRATION SYSTEM FOR A SMART RESPONSE TECHNOLOGY MATTRESS |
| WCW INCORPORATED | | |

| APPLICANT | APPLICATION NUMBER | TITLE |
|-----------------|--------------------|---|
| DREAMWELL, LTD. | 14/695659 | WAVE SPRINGS AND CUSHIONING ARTICLES CONTAINING THE SAME |
| DREAMWELL, LTD. | 14/708444 | FIRMNESS CONTROL FOR A SMART RESPONSE TECHNOLOGY BODY SUPPORT |
| DREAMWELL, LTD. | 14/718123 | SMART RESPONSE TECHNOLOGY MATTRESS |
| DREAMWELL, LTD. | 14/745739 | ACTIVE THERMAL MATTRESS |
| DREAMWELL, LTD. | 14/801867 | AUGMENTED REALITY PRODUCT BROCHURE APPLICATION |
| DREAMWELL, LTD. | 14/830764 | SMART PILLOWS AND PROCESSES FOR PROVIDING ACTIVE NOISE CANCELLATION AND BIOFEEDBACK |
| DREAMWELL, LTD. | 14/481419 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | 14/528439 | CUSHIONS INCLUDING FLAT SPRINGS |
| DREAMWELL, LTD. | 14/537056 | MATTRESS MANUFACTURING PROCESS AND APARATUS |
| DREAMWELL, LTD | 14/958251 | BEDDING PRODUCT INCLUDING COMPOSITE LAYER AND METHOD OF MANUFACTURE |
| DREAMWELL, LTD. | PCT/US2016/014480 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | PCT/US2016/014482 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | PCT/US2016/014476 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | PCT/US2016/014474 | MATTRESS MANUFACTURING PROCESS AND APPARATUS |
| DREAMWELL, LTD. | PCT/US2016/022817 | TEMPERATURE CONTROL MATTRESS WITH THERMOELECTRIC FABRIC |
| DREAMWELL, LTD. | PCT/US2016/022820 | ENERGY HARVESTING MATTRESS WITH THERMOELECTRIC FABRIC |
| DREAMWELL, LTD. | 15/251112 | HYBRID MATTRESS ASSEMBLIES |

| APPLICANT | APPLICATION NUMBER | TITLE |
|--------------------------|--------------------|---|
| DREAMWELL, LTD. | 15/083332 | MATTRESS ASSEMBLY INCLUDING THERMALLY CONDUCTIVE FOAM LAYER |
| DREAMWELL, LTD. | 62/256404 | MATTRESS WITH FLEXIBLE PRESSURE SENSOR |
| DREAMWELL, LTD. | 14/716202 | APPARATUS AND PROCESS FOR MEASURING VISCOELASTIC FOAM COMPRESSION RECOVERY |
| DREAMWELL, LTD. | 14/830765 | PILLOW SET WITH SNORING NOISE CANCELLATION |
| DREAMWELL, LTD. | 62/222827 | MATTRESS INCLUDING ADJUSTABLE COMFORT AND OR TEMPERATURE MANAGEMENT SYSTEMS |
| DREAMWELL, LTD. | 62/396996 | MATTRESS INCLUDING ADJUSTABLE COMFORT AND OR TEMPERATURE MANAGEMENT SYSTEMS |
| DREAMWELL, LTD. | 29/552056 | MATTRESS |
| DREAMWELL, LTD. | 29/552057 | MATTRESS |
| DREAMWELL, LTD. | 29/552059 | MATTRESS |
| DREAMWELL, LTD. | 62/295370 | MATTRESS PANEL INCLUDING ANTIMICROBIAL TREATED FIBERS OR FOAM |
| DREAMWELL, LTD. | 62/368755 | ADJUSTABLE MATTRESS FOUNDATION |
| NATIONAL BEDDING COMPANY | 15/001539 | MATTRESS AND ADJUSTABLE FOUNDATION SELECTION SYSTEM AND PROCESS |

SCHEDULE III

COPYRIGHT REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NUMBER | TITLE |
|--|----------------------------|---|
| National Bedding Company L.L.C. | SR0000627763 | America's Mattress 60 Second Jingle. |
| National Bedding Company L.L.C. | SR0000628184 | America's Mattress Jingle – 30 Seconds. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0004093430 | It's never too early to start caring for your back. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0004752706 | Simmons truckload sale. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | VA0000735511 | BackCare floating man. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | PA0000772109 | Dropping the ball. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0004093428 | Dropping the ball. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0003673902 | Beautyrest: The do-not-disturb mattress. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0003673901 | Sleep Logic series. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0003673900 | EOS: Equation of Sleep. |
| Simmons Bedding Company (now known as SSB Manufacturing Company) | TX0000189653 | Beautyrest by Simmons. The physical fitness mattress. |

COPYRIGHT APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TITLE |
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| NONE | | |

EXHIBIT A

[FORM OF]

FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this "IP Security Agreement Supplement"), by [●] ([**each, a**][**the**] "**Grantor**") in favor of UBS AG, Stamford Branch ("**UBS**"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), by and among, *inter alios*, Dawn Intermediate, Inc., a Delaware corporation ("Dawn Intermediate" or "Holdings"), Serta Simmons Bedding, LLC, a Delaware limited liability company ("SSB" or the "Top Borrower"), National Bedding Company L.L.C., an Illinois limited liability company ("National Bedding"), and SSB Manufacturing Company, a Delaware corporation ("SSB Manufacturing"), as borrowers, the Lenders from time to time party thereto (the "First Lien Lenders") and UBS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement, the [**Grantor**][**Grantors**] and the Administrative Agent have entered into that certain First Lien Term Loan Intellectual Property Security Agreement, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) [**which was recorded at the United States Patent and Trademark Office on [●] at Reel/Frame No. [●], and at the United States Copyright Office on [●] at Volume/Page No. [●]**]¹. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the "Additional IP Collateral"):

¹ Included bracketed information to the extent then available.

A. the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●]

By: _____

Name: [●]

Title: [●]

SCHEDULE I

TRADEMARK REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
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TRADEMARK APPLICATIONS

| APPLICANT | SERIAL NUMBER | TRADEMARK |
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SCHEDULE II

PATENTS

| REGISTERED OWNER | PATENT NUMBER | TITLE |
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PATENT APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TITLE |
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SCHEDULE III

COPYRIGHT REGISTRATIONS

| REGISTERED OWNER | REGISTRATION NUMBER | TITLE |
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COPYRIGHT APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TITLE |
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