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11-15-1999



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RECORDATION FORM COVER SHEET
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☒ New
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Document ID#
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Conveyance Type

☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
06 02 1999

Name (line 1) Simmons Upholstered Furniture Corporation

Name (line 2) a Delaware Corporation

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Simmons Upholstery, L.L.C.

Name (line 2) a Delaware limited liability company

Address (line 1) 1215 Glenn Drive

Address (line 2)

Address (line 3) Amory Mississippi 38821
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010371 FRAME: 0028

Correspondent Name and Address

Area Code and Telephone Number 256-539-6000

Name Karen G. Biagi

Address (line 1) Leo and Associates

Address (line 2) 200 Randolph Avenue

Address (line 3) Huntsville, AL 35801

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<u>4,803,742</u>		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT <u></u>	PCT <u></u>	PCT <u></u>
PCT <u></u>	PCT <u></u>	PCT <u></u>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

E

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Karen G. Biagi

Name of Person Signing

Karen G. Biagi

Signature

11-8-99

Date

ASSIGNMENT OF LETTERS PATENT

This Assignment is made effective as of the 2nd day of June, 1999, between HEATH SIMMONS UPHOLSTERED FURNITURE CORPORATION, a Delaware corporation, herein referred to as "Assignor", and SIMMONS UPHOLSTERY, L.L.C., a Delaware limited liability company, herein referred to as "Assignee".

WHEREAS, Glen L. Rasnick and Albert R. St. Clair (together, "Inventors") invented certain new and useful improvements in a convertible bed (the "Invention");

WHEREAS, Inventors did obtain Letters Patent of the United States for the Invention, which Letters Patent are numbered 4,803,742 ("Patent"); and

WHEREAS, Inventors assigned all their right, title and interest in and to the Patent to Simmons U.S.A. Corporation, who in turn assigned all its right, title and interest in and to the Patent to Simmons Upholstered Furniture Corporation; and

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated May 28, 1999 (the "Purchase Agreement"), Assignor agreed to assign to Assignee all of its right, title and interest in and to the Patent.

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

1. ASSIGNMENT OF RIGHTS IN LETTERS PATENT

Assignor hereby does sell, assign and transfer to Assignee its entire right, title and interest in and to the Invention, application for Letters Patent, and any and all Letters Patent in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application or reissues or extensions of said Letters Patent or Patents, and all rights under all treatise and conventions regarding the protection of intellectual and industrial properties, the same to be held and enjoyed by Assignee, for its own use and benefit, and the use and benefit of its successors, legal representatives and assigns, to the full end of the term for which the Patent or Letters Patent may be granted, as fully and entirely as the same would have been held by Inventor had the aforementioned assignments and sales not been made.

2. ASSIGNMENT OF RIGHTS TO SUE FOR PAST INFRINGEMENTS

Assignor further assigns to Assignee all past, present and future claims, demands, causes of action arising out of or relating to the Invention and/or the Patent. Assignee shall have the right to sue for all past infringement of the Invention and the Patent, and to collect all damages and profits resulting therefrom.

3. MISCELLANEOUS PROVISIONS

(a) The captions or headings at the beginning of each section, paragraph or subparagraph of this Assignment are for the convenience of the parties only and are not to be construed as defining, limiting or expanding, in any way, the scope or intent of the provisions of this Assignment.

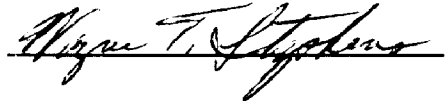
(b) If any provision of this Assignment is by law unenforceable or void, such unenforceability or voidness shall not affect the other provisions of this Assignment, all of which shall remain in full force and effect.

(c) This Assignment can be executed in two or more counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. An executed facsimile of this Assignment shall be the equivalent of an executed original.

(d) This Assignment shall be binding upon and inure to the benefit of the heirs, permitted assigns and successors in interest to the parties hereto.

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

SIMMONS UPHOLSTERED FURNITURE CORPORATION



By: Wayne Stephens, President

SIMMONS UPHOLSTERY, L.L.C.

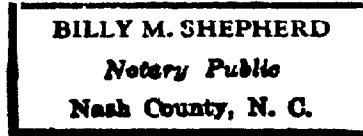


By: Herb Hester, President

STATE OF NORTH CAROLINA)
)ss.
COUNTY OF NASH)

Before me, the undersigned in and for said state and county, appeared SIMMONS UPHOLSTERED FURNITURE CORPORATION, a Delaware corporation, by Wayne T. Stephens, its President, and who is known to me, acknowledge that, after having read the foregoing Patent Assignment, he did execute the same voluntarily on behalf of and as the official act of said corporation.

Billy M. Shepherd
NOTARY PUBLIC
My commission expires: 5-30-2001



STATE OF ~~MISSISSIPPI~~)
)ss.
COUNTY OF Nash)

Before me, the undersigned in and for said state and county, appeared SIMMONS UPHOLSTERY, L.L.C., a Delaware limited liability company, by Wayne T. Stephens, its President, and who is known to me, acknowledge that, after having read the foregoing Patent Assignment, he did execute the same voluntarily on behalf of and as the official act of said corporation.

NOTARY PUBLIC
My commission expires: _____

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NOTARY PUBLIC

My commission expires: _____

STATE OF MISSISSIPPI)
)ss.
COUNTY OF Union)

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Dale J. Jolly
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 29, 2002