

MRO 12-13-99

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

01-06-2000



P08/REV01

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COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ONLINE EXPRESS MAIL

LABEL NO. EL 379160194US

Please record the attached original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

## 1. Name of conveying party(ies):

Ohio Mattress Company Licensing  
& Components Group

15

Additional names(s) of conveying party(ies)

☐ Yes ☐ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 11/30/99

## 2. Name and address of receiving party(ies):

Name: Sealy Technologies LLC

Internal Address:

Street Address: One Office Parkway

City: Trinity State: NC ZIP: 27370

Additional name(s) &amp; address(es)

☐ Yes ☒ No

## 4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See Exhibit "A" attached

B. Patent No.(s)

See Exhibit "A" attached

Additional numbers

☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James C. Scott, Esq.

Internal Address: ARTER &amp; HADDEN LLP

Street Address: 1100 Huntington Building  
925 Euclid Avenue

City: Cleveland State: OH ZIP: 44115

## 6. Total number of applications and patents involved:

34

7. Total fee (37 CFR 3.41): \$ 1,360.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0902, our Docket No. 74219/96251

(Attach duplicate copy of this page if paying by deposit account)

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## 9. 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.

James C. Scott (Reg. 35,351)

Name of Person Signing

Signature

DEC. 13, 1999

6

Date

Total number of pages including cover sheet, attachments, and

PATENT  
REEL: 010461 FRAME: 0683

**EXHIBIT A****TO ASSIGNMENT OF PATENTS  
FOR SEALY, INC.**

<b><u>NO.</u></b>	<b><u>TITLE</u></b>	<b><u>PATENT NO.</u></b>	<b><u>ISSUED</u></b>
1.	Mattress Construction and Mattress Cover Therein	4,388,738	6/21/83
2.	Spring Coil and Spring Assembly	4,535,978	8/20/85
3.	Carcass Shroud and Method of Application	4,540,616	9/10/85
4.	Sofa Bed	4,541,133	9/17/85
5.	Sofa Bed Spring Improvements	4,584,727	4/29/86
6.	Spring Coil and Spring Assembly	4,726,572	2/23/88
7.	Metal Rail Bed Foundation	5,095,565	3/17/92
8.	Method of Stabilizing and Reinforcing a Spring Border	5,133,116	7/28/92
9.	Border Stabilizing Member and Method for Making Mattresses, Cushions, and the Like Using the Same	5,239,715	8/31/93
10.	Pneumatic Member and Related Attachment Elements for Cushions, Seats, Foundations and the Like	5,332,202	7/26/94
11.	Attachment Member for Spring or Spring Like Element	5,414,874	5/16/95
12.	Wire Grid Attachment Member for Cushions, Seats Foundations and the Like	5,435,023	7/25/95
13.	Border Stabilizing Member and Method for Making Mattresses, Cushions, and the Like Using the Same	5,467,488	11/21/95
14.	Bedding System Display Assembly	5,484,195	1/16/96
15.	Space-Saving Bedding Systems Display Device	5,499,407	3/19/96
16.	Steel Span for Use in Mattress Foundation Frames	5,519,903	5/28/96
17.	Multi-Fold Interlockable Spring for Use in Mattress Foundation Assemblies	5,558,315	9/24/96
18.	Multi-Layer Support Pad Having Regions of Differing Firmness	5,604,021	2/18/97
19.	Curve Molder Protective and Decorative Bedding Foundation Corner Guard and Method of Making Same	5,628,080	5/13/97
20.	Border Stabilizing Member and Innerspring Assembly Using Same	5,687,439	11/18/97

<b>NO.</b>	<b>TITLE</b>	<b>PATENT NO.</b>	<b>ISSUED</b>
21.	Innerspring Construction with Springs Having Free Terminal Convolutions	5,713,088	2/3/98
22.	Low Profile Composite Material Bedding Foundation System and Methods of Manufacture	5,720,471	2/24/98
23.	Internal Mattress Wall Structures Interlockingly Engageable with Mattress Innerspring Assemblies	5,787,532	8/4/98
24.	Method of Making an Innerspring Assembly or mattresses, Cushions and the Like	5,832,551	11/10/98
25.	Method and Manufacture and Formation of Metal Mattress	5,884,385	3/23/99
26.	Cavitated Pad and Innerspring Assembly Having Springs with Free Terminal Convolutions	09/148,248	9/4/98
27.	Machinery for Automated Manufacture of Formed Wire Innerspring Assemblies	09/151,872	9/11/98
28.	Composite Material Spring Modules with Integrally formed Attachment Fittings	09/260,823	3/2/99
29.	Advertising Kiosk	D537,944	5/2/95
30.	Video Kiosk	D361,095	8/8/95
31.	Domed Channel	D369,048	4/23/96
32.	Three-dimensional Product Display Board	D369,711	5/14/96
33.	Mattress Foundation Corner Cover	D384,537	10/7/97
34.	Mattress Innerspring	D409,024	5/4/99

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## ASSIGNMENT OF PATENTS

STATE OF NORTH CAROLINA )

COUNTY OF RANDOLPH )

WHEREAS, THE OHIO MATTRESS COMPANY LICENSING & COMPONENTS GROUP ("Assignor"), a Delaware corporation having as its principal place of business at One Office Parkway, Trinity, North Carolina 27370, is the owner of the entire right, title, and interest to the certain United States Patent Letters, as more fully described in Exhibit A, hereto (the "Patents") and the inventions covered by the Patents (the "Inventions");

AND WHEREAS, Sealy Technology LLC ("Assignee"), a North Carolina limited liability company having as its principal place of business at One Office Parkway, Trinity, North Carolina 27370, is desirous of acquiring the entire right, title, and interest in and to the Inventions in the United States and the Patents;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns and transfers to Assignee the entire right, title, and interest in and to the Inventions in the United States and the Patents, including but not limited to all reissues, divisions, continuations and extensions of the Patents, including every priority right that is or may be predicated upon or arise from the Inventions, applications or Patents, the Assignee being hereby authorized to file patent applications on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the Commissioner of Patents of the United States of America being hereby authorized to issue or transfer all said Letters Patent to the Assignee in accordance herewith; this

assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned rights are not encumbered by any grant, license, or other right heretofore given, and that Assignor will do all acts reasonably serving to assure that the Inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and in substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history hereto and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conceptions, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent, all right of action arising from the Patents, all claims for damages by reason of past infringement of the Patents, and the right to sue and collect damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer.

Dated: November 30, 1999

**THE OHIO MATTRESS COMPANY LICENSING & COMPONENTS GROUP**

By:   
Kenneth L. Walker

Title: Vice President, General Counsel & Secretary

Subscribed and sworn to before me on 11-30, 1999.

Notary Public: 

My Commission Expires: 5-24-2000

Beth Anne Highsmith, Notary Public  
Davidson County, North Carolina  
My Commission Expires 5/24/2000