

04-05-2002



102045080

Docket No.:

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Tab settings → → → ▼

.Y

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Simmons Upholstery, L.L.C.**

3-25-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **February 12, 2002**

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

Name: **Simmons Company**

Address: **One Concourse Parkway**

**Suite 800**

City: **Atlanta**

State/Prov.: **GA**

Country: **U.S.**

ZIP: **30328**

Additional name(s) & 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:

Patent Application No.

Filing date

B. Patent No.(s)

4,803,742

4,378,609

Additional numbers

☐ Yes ☐ No

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

Name: **Edward J. Kelly**

Registration No. **38,936**

Address: **Patent Group**

**Ropes & Gray**

**One International Place**

City: **Boston**

State/Prov.: **MA**

Country: **U.S.**

ZIP: **02110**

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ **80.00**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

**18-1945**

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.

**Edward J. Kelly**

Name of Person Signing

Signature

**March 13, 2002**

Date

Total number of pages including cover sheet, attachments, and

9  
**PATENT**

REEL: 012735 FRAME: 0730

### ASSIGNMENT OF PATENTS

WHEREAS, Simmons Upholstery, L.L.C., a limited liability company organized under the laws of the State of Delaware, having principal offices at 1201 West Bankhead Street, New Albany, MS 38652 (hereinafter "Assignor"), has all rights that exist, if any, in the United States Letters Patents which are specifically identified and listed in Schedule A attached hereto, incorporated herein and made a part hereof; and

WHEREAS, Simmons Company, a corporation organized under the laws of the State of Delaware, having principal offices at One Concourse Parkway, Suite 800, Atlanta, GA 30328 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Patents and the inventions covered thereby;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other lawful money of the United States of America now paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, the said Assignor does hereby sell, assign, transfer and set over unto said Assignee its entire right, title and interest in and to the Patents listed in Schedule A and any and all reissues or reexaminations thereof, and the inventions covered thereby, respectively, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof, and its right to initiate proceedings before government and administrative bodies, including but not limited to its right to make application for reissue or reexamination, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (collectively, the "Patents"). To the extent Assignor cannot transfer and assign the Patents, the Assignor will transfer and assign the Patents at the first opportunity to do so. Assignor makes no representation regarding the Patents, their validity, or their record assignability. Notwithstanding the foregoing, Assignor represents that it has all rights that exist, if any, in the Patents, and that it has not granted licenses or any other rights in or to the Patents to any other entity. At Assignee's request and expense, Assignor will provide all cooperation requested by Assignee in connection with any effort by Assignee to establish, perfect or defend its rights in or to the Patents, including, without limitation, executing further consistent assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means.

And for the consideration aforesaid, Assignor agrees that it will communicate to Assignee and the representatives thereof any facts known to Assignor respecting said inventions and improvements, and will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by said Assignee to carry out the terms of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and the seal affixed hereto this 12<sup>th</sup> day of Feb., 2002.

SIMMONS UPHOLSTERY, L.L.C.

(Seal)

#633225.4

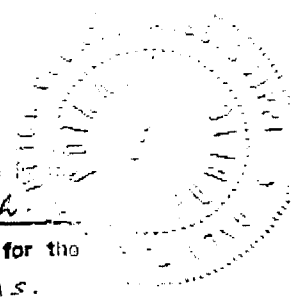
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 29, 2006

By: H. H. H.  
Name: Herb H. H.  
Title: Agent

Attest:

\_\_\_\_\_  
Secretary

Subscribed and sworn to before me in the  
presence, this 12 day of Feb.  
2002, a Notary Public in and for the  
County of Union State of ms.  
Dana J. Kelly  
(signature) Notary Public  
My Commission expires \_\_\_\_\_, 19\_\_\_\_.



MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 29, 2006

02/12/2002 11:07 16019488850  
FEB. 11 2002 8:43PM ROPES & GRAY

NO. 1718 P. 15

### ASSIGNMENT OF PATENTS

WHEREAS, Simmons Upholstery, L.L.C., a limited liability company organized under the laws of the State of Delaware, having principal offices at 1201 West Bankhead Street, New Albany, MS 38052 (hereinafter "Assignor"), has all rights that exist, if any, in the United States Letters Patents which are specifically identified and listed in Schedule A attached hereto, incorporated herein and made a part hereof, and

WHEREAS, Simmons Company, a corporation organized under the laws of the State of Delaware, having principal offices at One Concourse Parkway, Suite 800, Atlanta, GA 30328 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Patents and the inventions covered thereby;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other lawful money of the United States of America now paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, the said Assignor does hereby sell, assign, transfer and set over unto said Assignee its entire right, title and interest in and to the Patents listed in Schedule A and any and all misuses or reexaminations thereof, and the inventions covered thereby, respectively, including Assignor's right to sue for and collect damages and other remedies for past infringement thereof, and its right to institute proceedings before government and administrative bodies, including but not limited to its right to make application for reissue or reexamination, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (collectively, the "Patents"). To the extent Assignor cannot transfer and assign the Patents, the Assignor will transfer and assign the Patents at the first opportunity to do so. Assignor makes no representation regarding the Patents, their validity, or their record assignability. Notwithstanding the foregoing, Assignor represents that it has all rights that exist, if any, in the Patents, and that it has not granted licenses or any other rights in or to the Patents to any other entity. At Assignee's request and expense, Assignor will provide all cooperation requested by Assignee in connection with any effort by Assignee to establish, perfect or defend its rights in or to the Patents, including, without limitation, executing further consistent assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means.

And for the consideration aforesaid, Assignor agrees that it will communicate to Assignee and the representatives thereof any facts known to Assignor respecting said inventions and improvements, and will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by said Assignee to carry out the terms of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and the seal affixed herein this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SIMMONS UPHOLSTERY, L.L.C.

(Print)

*Donald T. [Signature]*  
*Hamden Morgan*

Witness

02/12/2002 12:11 9414983076  
02/12/2002 11:07 16019480050  
FEB. 11. 2002 8:43PM ROPES & GRAY

DON GRIFFIN  
HARRIS GEND & DUNBAR

PAGE 05  
PAGE 07

NO. 1718 P. 16

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness:

Secretary:

02/12/2002 11:07 16019480050  
FEB. 11. 2002 8:43PM ROPES & GRAY

HARRIS GEND & DUNBAR

PAGE 07

NO. 1718 P. 16

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Donald E. Green*  
Donald E. Green  
MEMBER - MANAGER

Attest:

\_\_\_\_\_  
Secretary


00000000

-2-

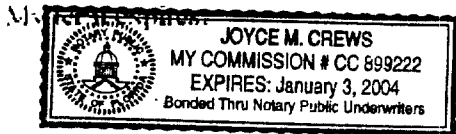
STATE OF Florida  
COUNTY OF Lee

On this 12th day of Feb., 2002 before me appeared: [NAME], to me personally known, who, being by me duly sworn, did say that he is the [TITLE] of Simmons Upholstery, L.L.C., a limited liability company organized under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the seal of said limited liability company, and that said instrument was signed and sealed on behalf of the limited liability company, by authority of its Board of Members, and [NAME] acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

JOYCE CREWS



Notary Public

ASSIGNEE:

SIMMONS COMPANY

(Seal)

By:

W. S. Creekmuir

Name:

WILLIAM S. CREEKMUIR

Title:

VP + CFO

Attest:

Secretary

Kristen M. Haffey

STATE OF GEORGIA )

) ss.

COUNTY OF [ ] )

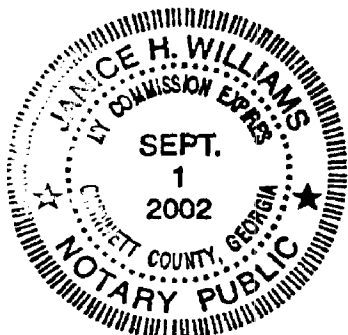
On this 12<sup>th</sup> day of Feb, 2001, before me appeared <sup>William S. Creekmuir</sup> [NAME], to me personally known, who, being by me duly sworn, did say that he is the [TITLE] of Simmons Company, a corporation organized under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the seal of said limited liability company, and that said instrument was signed and sealed on behalf of the limited liability company, by authority of its Board of Members, and [NAME] acknowledged said instrument to be the free act and deed of said limited liability company. <sup>William S. Creekmuir</sup>

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Janice H. Williams

Notary Public

My term expires: 9/1/02





SCHEDULE A

United States Patents

| <u>Patent Titles</u>  | <u>Registration No.</u> | <u>Issue Date</u>       |
|---|-------------------------|-------------------------|
| Convertible Bed   | 4,803,742               | February 14, 1989       |
| Sofa bed with mattress<br>longitudinally compressed for<br>storage and method | 4,378,609               | April 5, 1983 (expired) |