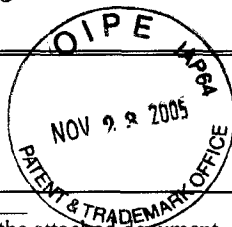


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached document.

1. Name of conveying party(ies):
Michael B. Allaway

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

Name: Tempur World, LLC

Address:

1713 Jaggie Fox Way
Lexington, KY 40511

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other:

Execution Date: September 23, 2005 and September 26, 2005

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Patent Application No.(s) 10/403,255
Filed: March 31, 2003

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Christopher B. Austin
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202-4108

Phone: 414.271.6560

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed

☐ Charge to Deposit Account

8. Deposit account number: 13-3080

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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.

Christopher B. Austin (Reg. No. 41,592)

Name of Person Signing

Signature

11/18/05

Date

Attorney File 070163-9005-02

Total number of pages including cover sheet, attachments, and document: 5

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PATENT
REEL: 017273 FRAME: 0549

EXHIBIT A
ASSIGNMENT

WHEREAS, Tempur World, LLC (hereinafter, "Assignee"), a Delaware Limited Liability Corporation having its principal place of business at 1713 Jaggie Fox Way, Lexington, KY 40511, desires to own all rights in and to the invention of laminated visco-elastic supports (the "Invention") as disclosed and claimed in the following related patent matters:

- (i) United Kingdom Patent Application No. 9411120.0, filed on June 3, 1994;
- (ii) United Kingdom Patent Application No. 9411504.5, filed on June 9, 1994;
- (iii) United States Patent Application Serial No. 08/458,968, filed on June 2, 1995, and issued as United States Patent No. 6,159,574 on December 12, 2000;
- (iv) United States Patent Application Serial No. 09/703,893, filed on November 1, 2000, and issued as United States Patent No. 6,541,094 on April 1, 2003;
- (v) United States Patent Application Serial No. 10/403,255, filed on March 31, 2003; and
- (vi) United States Patent Application Serial No. 11/005,803, filed on December 7, 2004;

hereinafter items (i) through (vi) above collectively referred to as the "Patent Matters"; and

WHEREAS, Michael B. Allaway ("hereinafter, "Assignor"), a British citizen residing at 15 Bourdon Street, London W1K 3PX, United Kingdom, is willing to assign to Assignee any and all such right, title and interest held by Assignor in and to the Invention and the Patent Matters, and to execute all documentation necessary to evidence such assignment.

NOW, THEREFORE, be it be known that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its lawful successors and assigns, any and all of Assignor's right, title and interest in and to the Invention; the Patent Matters; any and all other patent applications (including divisional, continuation, continuation-in-part, and reissue applications) claiming the Invention and naming Assignor as inventor, and in and to any patent or patents granted

Signing Party Initials
For Assignee: _____
For Assignor: _____

CBA
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thereon, including reissues thereof, if any, to the full end of the term or terms for which such patent or patents may be granted; any and all patent applications claiming the Invention and naming Assignor as an inventor now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on such patent applications to the full end of the terms for which such patents may be granted; and any and all patent applications filed under the Paris Convention and claiming priority to any of the Patent Matters, and in and to any and all patents granted on such patent applications to the full end of the terms for which such patents may be granted (hereinafter collectively the "Patent Assets").

AND, ASSIGNOR HEREBY further covenants and agrees, upon the written request of Assignee, to perform such other acts to the extent reasonable, necessary and appropriate to transfer and vest ownership of the Patent Assets in and to Assignee; to evidence such transfer of the Patent Assets to Assignee; to assist Assignee in Assignee's efforts, if any, to obtain, reissue, extend, maintain, enforce and defend any of the Patent Assets; and to provide affidavits and testimony on behalf of Assignee as to such facts within Assignor's actual knowledge in connection with the Invention in any administrative proceedings, arbitrations, litigation, or controversy related thereto; provided that any and all expenses incident to such acts or assistance provided by Assignor shall be paid in full by Assignee, its successors and assigns, including reasonable reimbursement of Assignor's time in performing such acts or providing such assistance.

Assignee has empowered and authorized the below named person to sign this Agreement on its behalf; and the signature of each person to this Agreement shall constitute an acknowledgement, representation and warranty by such person that such person has the authority to bind the party for which such party purports to sign this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, assigns, and successors in interest.

Signing Party Initials
For Assignee: _____
For Assignor: _____

CBA
NRO