

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4758140

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| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                    |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                        |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                   |                       |
|                                                                                                                                                                                                 | <b>Name</b>                       | <b>Execution Date</b> |
|                                                                                                                                                                                                 | LEONA WIGHTMAN                    | 05/12/2010            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                   |                       |
| <b>Name:</b>                                                                                                                                                                                    | SERTA, INC.                       |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 2600 FORBS AVENUE                 |                       |
| <b>City:</b>                                                                                                                                                                                    | HOFFMAN ESTATES                   |                       |
| <b>State/Country:</b>                                                                                                                                                                           | ILLINOIS                          |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 60192                             |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                   |                       |
|                                                                                                                                                                                                 | <b>Property Type</b>              | <b>Number</b>         |
|                                                                                                                                                                                                 | Application Number:               | 29537100              |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                   |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | (860)286-0115                     |                       |
| <i>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.</i> |                                   |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | SS30098USP2                       |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | PETER R. HAGERTY                  |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Peter R. Hagerty/                |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 01/03/2018                        |                       |
| <b>Total Attachments: 16</b><br>source=7YS3295#page1.tif<br>source=7YS3295#page2.tif<br>source=7YS3295#page3.tif<br>source=7YS3295#page4.tif<br>source=7YS3295#page5.tif                        |                                   |                       |

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# DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)

Title of  
Invention

MATTRESS

As the below named inventor, I hereby declare that:

This declaration  
is directed to:

☐

The attached application, or

☒

United States application or PCT international application number 29/537100

filed on August 21, 2015

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

## WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

LEGAL NAME OF INVENTOR

Inventor: Leona Wightman

Date (Optional) : \_\_\_\_\_

Signature: SEE ATTACHED SUBSTITUTE STATEMENT

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PATENT**  
**REEL: 044521 FRAME: 0815**

## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

**AGREEMENT**

This AGREEMENT (the "Agreement") dated as of May 12, 2010 between National Bedding Company L.L.C., a Delaware limited liability company (the "Company"), and Leona Wightman (the "Associate").

**WITNESSETH**

WHEREAS, the Company recognizes the Associate's substantial contribution to the growth and success of the Company and desires the Associate to provide continued attention and dedication to the Company as a member of the Company's senior management;

WHEREAS, the Company and the Associate desire to enter into the Agreement as to the terms of the Associate's employment by the Company;

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

1. **DUTIES.** During the Employment Term (as defined in Section 2 below), the Associate shall devote all of the Associate's business time, energy and skill and the Associate's best efforts to the performance of the Associate's duties with the Company.

2. **AT-WILL STATUS.** The Associate's term of employment (the "Employment Term") shall continue until a termination event occurs in accordance with Section 3 of the Agreement. The Associate acknowledges and agrees that nothing in this Agreement is a guarantee or assurance of employment for any specific period of time. Rather, the Associate is an at-will employee, and the Company may terminate the Associate's employment at any time for any reason. The Associate is similarly free to resign for any reason.

3. **TERMINATION.** The Associate's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DISABILITY.** Upon 10 days' prior written notice by the Company to the Associate of termination due to Disability. For purposes of this Agreement, "Disability" shall be defined as the inability of the Associate to have performed the Associate's material duties hereunder due to a physical or mental injury, infirmity or incapacity for 180 days (including weekends and holidays) in any 365-day period.

(b) **DEATH.** Automatically on the date of death of the Associate.

(c) **CAUSE.** The Company may terminate the Associate's employment hereunder for Cause immediately upon written notice by the Company to the Associate of a termination for Cause. "Cause" shall mean (i) willful misconduct or gross negligence in the performance of the Associate's duties to the Company; (ii) failure to perform duties (other than by reason of a Disability); (iii) conviction of, or pleading *nolo contendere* to, a felony or crime of moral turpitude; (iv) theft, fraud or embezzlement; or (v) material breach of this Agreement; provided, that with respect to items (i), (ii) and (v), to the extent any such action by the Associate is

curable, Cause shall exist only if the Associate fails to cure such action within 20 days after the Company has provided the Associate with written notice specifying in detail the alleged facts and specific action which it deems is a basis for a termination for Cause.

(d) **WITHOUT CAUSE.** Upon written notice by the Company to the Associate of an involuntary termination without Cause, other than for death or Disability.

(e) **TERMINATION BY THE ASSOCIATE.** Upon 60 days' prior written notice by the Associate to the Company of the Associate's termination of employment (which the Company may, in its sole discretion, make effective earlier than any notice date).

#### **4. CONSEQUENCES OF TERMINATION.**

(a) **DISABILITY.** Upon such termination, the Company shall pay or provide the Associate (i) any unpaid Base Salary through the date of termination; (ii) any annual bonus earned in accordance with the then current policies of the Company but unpaid with respect to the fiscal year ending on or preceding the date of termination; (iii) reimbursement for any unreimbursed expenses incurred through the date of termination; (iv) any accrued but unused vacation time in accordance with Company policy; and (v) all other payments, benefits or fringe benefits to which the Associate may be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, including without limitation COBRA medical continuation benefits (collectively items (i) through (v) shall be hereafter referred to as "Accrued Benefits").

(b) **DEATH.** In the event the Employment Term ends on account of the Associate's death, the Associate's estate shall be entitled to any Accrued Benefits.

(c) **TERMINATION FOR CAUSE OR BY THE ASSOCIATE.** If the Associate's employment should be terminated (i) by the Company for Cause or (ii) by the Associate for any reason, the Company shall pay to the Associate any Accrued Benefits (provided that the amounts described in Section 4(a)(ii) shall not be paid).

(d) **TERMINATION WITHOUT CAUSE.** If the Associate's employment by the Company is terminated by the Company other than for Cause or Disability, the Company shall (i) pay or provide the Associate with Accrued Benefits; and (ii) subject to the Associate's compliance with the obligations in Sections 5, 6, and 7 hereof, continue to pay the Associate his Base Salary in accordance with the Company's regular payroll practices for the 12 months following termination of employment without Cause, provided that the first 2 months of the Associate's Base Salary shall be paid in a lump sum on the 60 day anniversary of the termination of employment without Cause. Payments provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Associate may be eligible under any of the plans, policies or programs of the Company or any of its subsidiaries or affiliates.

**5. RELEASE; SET-OFF.** Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond Accrued Benefits shall only be payable if the Associate delivers to the Company and does not revoke a general release of all claims in a form substantially similar to the form attached hereto as Attachment 1. The Company's obligation to

make any payment provided for in Section 4 of this Agreement beyond Accrued Benefits shall be conditioned upon the Associate having signed the release and the release having become non-revocable within 60 days after termination of the Associate's employment. Subject to Section 10 of this Agreement, the Company's obligation to make any payment provided for in this Agreement shall be subject to set-off, counterclaim and recoupment of amounts owed by the Associate to the Company or its affiliates.

**6. RESTRICTIVE COVENANTS.**

(a) **CONFIDENTIALITY.** The Associate agrees that the Associate shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Associate's assigned duties and for the benefit of the Company, either during the period of the Associate's employment or at any time thereafter, any business and technical information or trade secrets, nonpublic, proprietary or confidential information, knowledge or data relating to the Company, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Associate during the Associate's employment by the Company or any predecessor. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Associate; (ii) becomes generally known to the public subsequent to disclosure to the Associate through no wrongful act of the Associate or any representative of the Associate; or (iii) the Associate is required to disclose by applicable law, regulation or legal process (provided that, to the extent not prohibited by applicable law, the Associate provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) **NONSOLICITATION.** During the Associate's employment with the Company and for one year thereafter, the Associate agrees that the Associate will not, except in the furtherance of the Associate's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) solicit, aid or induce any employee of the Company or any of its subsidiaries or affiliates to leave such employment or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, (ii) solicit, aid or induce any customer of the Company or any of its subsidiaries or affiliates to purchase goods or services then sold by the Company or any of its subsidiaries or affiliates from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer or (iii) solicit, aid or induce any vendor of the Company or any of its subsidiaries or affiliates to provide goods or services then provided to the Company or any of its subsidiaries or affiliates to another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or purchasing goods or services from such vendor. For purposes of this Agreement, the term "affiliate" includes, but is not limited to, Simmons Bedding Company and its subsidiaries and affiliates. An employee shall be deemed covered by this sub-section while so employed or retained and for six months thereafter.

(c) **NONCOMPETITION.** The Associate acknowledges that the Associate performs services of a unique nature for the Company that are irreplaceable, and that the Associate's performance of such services to a competing business will result in irreparable harm to the Company. Accordingly, during the Associate's employment hereunder and for one year thereafter, the Associate or the Associate's affiliates will not directly or indirectly engage in, operate, manage, consult with, advise, be employed by or invest in a business or division or subsidiary of a business that is primarily engaged in manufacturing or distributing bedding products in competition with the Company or its subsidiaries or affiliates; provided, however, that the foregoing will not prohibit the ownership on a passive basis of less than a one percent interest in a corporation whose shares are traded in a recognized stock exchange or traded in an over-the-counter market, and which does not have as a primary business a business that is engaged in manufacturing or distributing bedding products in competition with the Company or its subsidiaries or affiliates (unless the Associate has no discretionary control over such investment).

(d) **INVENTIONS.**

(i) The Associate acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products or developments ("Inventions"), whether patentable or unpatentable, (x) that relate to the Associate's work with the Company, its direct or indirect parent companies, affiliates or any predecessor (collectively, the "Company Entities"), made or conceived by the Associate, solely or jointly with others, during or prior to the Employment Term, or (y) suggested by any work that the Associate performs in connection with the Company Entities, either while performing the Associate's duties with the Company Entities or on the Associate's own time, but only insofar as the Inventions are related to the Associate's work as an employee or other service provider to the Company Entities, shall belong exclusively to the Company (or its designee), whether or not patent applications are filed thereon. The Associate will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions, and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company (or its designee), and the Associate will surrender them upon the termination of the Employment Term, or upon the Company's request. The Associate will assign to the Company (or its designee) the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Associate's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Associate will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Company (or its designee) with respect to the Inventions. The Associate will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Associate from the Company, but entirely at the Company's expense.



(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Company and the Associate agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Associate. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Associate hereby irrevocably conveys, transfers and assigns to the Company, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including without limitation, all of the Associate's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including without limitation, all rights of any kind or any nature now or hereafter recognized, including without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including without limitation the right to receive all proceeds and damages therefrom. In addition, the Associate hereby waives any so-called "moral rights" with respect to the Inventions. The Associate hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Associate's benefit by virtue of the Associate being an employee of or other service provider to the Company Entities.

(e) **REFORMATION.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

(f) **SURVIVAL OF PROVISIONS.** The obligations contained in this Section 6 (in addition to those contained in Sections 7, 8 and 9) shall survive the termination or expiration of the Associate's employment with the Company and shall be fully enforceable thereafter.

7. **COOPERATION.** Upon the receipt of reasonable notice from the Company (including outside counsel), the Associate agrees that while employed by the Company and for a period of one year thereafter, the Associate will respond and provide information with regard to matters in which the Associate has knowledge as a result of the Associate's employment with the Company or any predecessor, and will provide reasonable assistance to the Company, its affiliates and their respective representatives in defense of any claims that may be made against the Company or its affiliates, and will assist the Company and its affiliates in the prosecution of any claims that may be made by the Company or its affiliates, to the extent that such claims may relate to the period of the Associate's employment with the Company or any predecessor; provided, that the Company shall reimburse the Associate for any out-of-pocket expenses incurred in providing such assistance and if the Associate is required to provide more than five hours of assistance per week after the Associate's termination of employment then the Company shall pay the Associate a reasonable amount of money for the Associate's services at a rate

agreed to between the Company and the Associate; and provided further that after Associate's termination of employment with the Company such assistance shall not unreasonably interfere with Associate's business or personal obligations. The Associate agrees to promptly inform the Company if the Associate becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or its affiliates. The Associate also agrees to promptly inform the Company (to the extent the Associate is legally permitted to do so) if the Associate is asked to assist in any investigation of the Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliates with respect to such investigation, and shall not do so unless legally required. In addition, the Associate shall not make or induce other persons or entities to make any negative statements as to the Company, its affiliates, employees, past or present officers, directors, products, services, businesses or reputation.

#### **8.     EQUITABLE RELIEF AND OTHER REMEDIES.**

(a)     The Associate acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 6 or Section 7 would be inadequate and, in recognition of this fact, the Associate agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

(b)     In the event of a violation of Section 6 or Section 7 of this Agreement, any severance being paid to the Associate pursuant to this Agreement or otherwise shall immediately cease.

**9.     RIGHT OF RECAPTURE.** If at any time (i) the Associate willfully or intentionally materially breaches any provision of this Agreement, including without limitation Section 6(a), 6(b) or 6(c) of this Agreement, or (ii) the Associate materially breaches any provision of this Agreement, including without limitation Section 6(a), 6(b) or 6(c) of this Agreement, which, to the extent curable, is not cured within 20 days after the Company has provided the Associate with written notice of the specific breach, then (x) the Associate shall forfeit any unexercised (including vested) options on the equity of AOT Bedding Super Holdings, LLC (the "Parent"), and any other unexercised Parent equity compensation awards, (y) the Associate shall repay to the Company any severance payments received under Section 4(d) and (z) the gain realized by the Associate within the 24 months prior to such breach from any Parent equity compensation awards shall be paid by the Associate to the Company upon written notice from the Company within 10 days of such notice. Such gain shall be determined on a gross basis, without reduction for any taxes incurred, as of the date of the realization event, and without regard to any subsequent change in the Fair Market Value (as defined below) of a Class A-1 Unit of the Parent (a "Class A-1 Unit"). The Company shall have the right to offset such gain against any amounts otherwise owed to the Associate by the Company (whether as wages, vacation pay, or pursuant to any benefit plan or other compensatory arrangement). For purposes of this Section 9, the "Fair Market Value" of a Class A-1 Unit on any date shall be (A) the closing sale price per Class A-1 Unit during normal trading hours on the national securities

exchange on which the Class A-1 Unit is principally traded for such date or the last preceding date on which there was a sale of such Class A-1 Unit on such exchange, or (B) if the Class A-1 Units are then traded on the NASDAQ Stock Market or any other over-the-counter market, the average of the closing bid and asked prices for the Class A-1 Units during normal trading hours in such over-the-counter market for such date or the last preceding date on which there was a sale of such Class A-1 Units in such market, or (C) if the Class A-1 Units are not then listed on a national securities exchange or traded in an over-the-counter market, such value as the Board of Managers of the Parent, in its reasonable good faith discretion, shall determine.

#### **10. COMPLIANCE WITH SECTION 409A OF THE CODE**

It is the parties' intent that the payments and benefits provided under the Agreement be exempt from the definition of "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code (the "Code"), and the Agreement shall be interpreted accordingly, provided however, to the extent that any payment or benefit under the Agreement constitutes "non-qualified deferred compensation" then the Agreement is intended to comply with Section 409A of the Code and the Agreement shall be interpreted accordingly. In this regard each payment under the Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. If and to the extent that the Company determines that any payment or benefit constitutes "non-qualified deferred compensation" subject to Section 409A of the Code, then any such payment or benefit that is payable on a termination of employment will only be payable upon a "separation from service" as defined in Section 409A of the Code. If and to the extent that the Company determines that any payment or benefit (a) constitutes "non-qualified deferred compensation" subject to Section 409A of the Code, (b) is provided to the Associate at a time that the Associate is a "specified employee" (within the meaning of Section 409A of the Code and as determined pursuant to procedures established by the Company) and (c) must be delayed for six months from the date of termination (or an earlier date) in order to comply with Section 409A(a)(2)(B)(i) of the Code and not cause the Associate to incur any additional tax under Section 409A of the Code, then the Company shall delay making any such payment or providing such benefit until the expiration of such six-month period (or, if earlier, the Associate's death, "disability" or "change in control event", as such terms are defined in Section 1.409A-3(i)(4) and (5) of the Code). In furtherance of the foregoing, the parties agree that:

(a) any annual bonuses paid to the Associate shall be paid within the two and one half month period following the end of the fiscal year in respect of which such annual bonus was earned (or such later period as may be permitted under Section 409A);

(b) any expense reimbursements provided for pursuant to the Company's expense reimbursement policies shall be paid to the Associate as soon as practicable, but in any event no later than the end of the taxable year following the taxable year in which the Associate incurs such reimbursable expense;

(c) the general release required pursuant to Section 5 of the Agreement must be executed by the Associate within 30 days following the date of termination; and

(d) the Company's right to set-off and offset pursuant to Sections 5 and 9 of the Agreement shall not apply to any payments which are "non-qualified deferred compensation" for purposes of Section 409A of the Code.

**11. NO ASSIGNMENTS.**

(a) This Agreement is personal to each of the parties hereto. Except as provided in Section 11(b) below, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. Any purported assignment or delegation by Associate in violation of the foregoing shall be null and void ab initio and of no force and effect.

(b) The Company may assign this Agreement to a person or entity that is an affiliate or to any successor to all or substantially all of the business and/or assets of the Company, as applicable, which assumes in writing, or by operation of law, the obligations of the Company, hereunder. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform this Agreement by operation of law, or otherwise.

**12. NOTICE.** For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if delivered by confirmed facsimile, (iii) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (iv) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Associate:

At the address (or to the facsimile number) shown  
on the records of the Company

If to the Company:

National Bedding Company L.L.C.  
2600 Forbs Avenue  
Hoffman Estates, Illinois 60192  
Attention: Julie Guiney

with a copy (that shall not constitute notice) to:

Sullivan & Cromwell LLP  
125 Broad St.  
New York, NY 10004  
Attention: Matt Friestedt

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

**13. SECTION HEADINGS; INCONSISTENCY.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection

with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall control.

14. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

16. **ARBITRATION.** Any dispute or controversy arising under or in connection with this Agreement or the Associate's employment with the Company, other than injunctive relief under Section 8 hereof, shall be settled exclusively by arbitration, conducted before a single arbitrator in Chicago, IL in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association then in effect. The decision of the arbitrator will be final and binding upon the parties hereto. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties acknowledge and agree that in connection with any such arbitration and regardless of outcome (a) each party shall pay all its own costs and expenses, including without limitation its own legal fees and expenses, and (b) joint expenses shall be borne equally among the parties.

17. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts made and to be performed entirely within that State, without regard to its conflicts of law principles. The Associate and the Company irrevocably submit to the exclusive jurisdiction of any state or federal court located in Chicago, IL over any employment matter that is not otherwise arbitrated or resolved according to Section 16.

18. **LAWYERS FEES.** In the event of any contest arising under or in connection with this Agreement, if the Associate substantially prevails in such contest, the Company shall reimburse the Associate's reasonable attorney fees incurred in such contest, but if the Associate brings a frivolous claim or brings a claim in bad faith, the Associate shall reimburse the Company's reasonable attorney fees incurred in such contest.

19. **MISCELLANEOUS.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Associate and such officer or director as may be authorized by the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

20. **REPRESENTATIONS.** The Associate represents and warrants to the Company that the Associate has the legal right to enter into this Agreement and to perform all of the obligations on the Associate's part to be performed hereunder in accordance with its terms and that the Associate is not a party to any agreement or understanding, written or oral, which could prevent the Associate from entering into this Agreement or performing all of the Associate's obligations hereunder. The Company represents and warrants to the Associate that the Company has the legal right to enter into this Agreement and to perform all of the obligations on the Company's part to be performed hereunder in accordance with its terms.

21. **WITHHOLDING.** The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

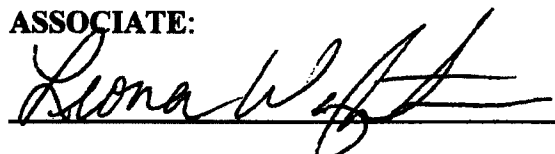
22. **OTHER EMPLOYMENT ARRANGEMENTS.** Any employment, consulting, severance, change in control or other similar agreements or arrangements between the Associate and the Company shall, effective as of the date of this Agreement, terminate and be null and void and of no force or effect.

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

**NATIONAL BEDDING COMPANY L.L.C.**

By: \_\_\_\_\_  
Name: Robert L. Sherman  
Its: President

**ASSOCIATE:**

  
Name: Leona Wightman

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

**NATIONAL BEDDING COMPANY L.L.C.**

By: 

Name: Robert L. Sherman

Its: President

**ASSOCIATE**

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



### **Separation and General Release Agreement**

In connection with the voluntary termination of your employment by National Bedding Company L.L.C. ("National Bedding"), effective January 15, 2016, and in accordance with the terms and conditions of the Agreement, dated May 12, 2010, with National Bedding (the "Agreement"), National Bedding agrees to provide you, contingent upon your execution of this agreement and your continued compliance with the obligations in Sections 6 and 7 of the Agreement, with salary continuation through February 29, 2016, in addition to the severance payment and benefits specified in Section 4(a)(i), (iii), (iv) and (v) of the Agreement.

In consideration of the payment and benefits set forth above, you agree knowingly and voluntarily as follows:

You knowingly and voluntarily waive and release forever whatever claims you ever had, now have or hereafter may have against National Bedding or Serta Simmons Bedding, LLC ("SSB", collectively herein National Bedding and SSB are referred to as the "Company"), the Company's direct and indirect parents, and any subsidiary or affiliate of the Company, any of their successors or assigns and any of their present and former employees, directors, officers and agents (collectively referred to as "Releasees"), based upon any matter, occurrence or event existing or occurring prior to the execution of this agreement, including anything relating to your employment with the Company and any of its subsidiaries or affiliates or to the termination of such employment or to your status as a shareholder or creditor of the Company; provided, however, that this waiver and release shall not release or affect your rights under (i) any stock option award or other equity agreement with Dawn Holdings, LLC or the Company, (ii) any rights to payments or benefits under Sections 4 and 5 of the Agreement, (iii) any benefits under the Company's pension or welfare plans (but excluding severance) in accordance with the terms of such plans, (iv) any directors and officers insurance or indemnification provided by the Company, and (v) continuation coverage requirements under Section 4980B of the Internal Revenue Code of 1986, as amended (commonly referred to as "COBRA") (collectively, the "Excluded Rights").

This release and waiver includes but is not limited to any rights or claims under United States federal, state or local law and the national or local law of any foreign country (statutory or decisional), for wrongful or abusive discharge, for breach of any contract, for misrepresentation, for breach of any securities laws, or for discrimination based upon race, color, ethnicity, sex, age, national origin, religion, disability, sexual orientation, or any other unlawful criterion or circumstance, including rights or claims under the Age Discrimination in Employment Act of 1967 ("ADEA") (except that you do not waive ADEA rights or claims that may arise after the date of this agreement).

You agree never to institute any claim, suit or action at law or in equity against any Releasee in any way by reason of any claim you ever had or now have relating to the matters described in the two preceding paragraphs.

The severance payment and benefits specified in Section 4 of the Agreement shall be in lieu of any and all other amounts to which you might be, are now or may become entitled from the Company, their subsidiaries and affiliates and, without limiting the generality of the

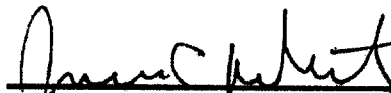
foregoing, you hereby expressly waive any right or claim that you may have or assert to payment for salary, bonus, incentive, severance or change in control payments or benefits or attorneys' fees; provided, however, that notwithstanding any other provision of this agreement, you do not waive any of your rights and the Company shall comply with their obligations with respect to the Excluded Rights.

Your signature below will also constitute confirmation that (i) you have been given at least twenty-one (21) days within which to consider this release and its consequences, (ii) you have been advised prior to signing this agreement to consult, and have consulted, with an attorney of your choice, and (iii) you have been advised that you may revoke this agreement at any time during the seven (7) day period immediately following the date you signed this letter.

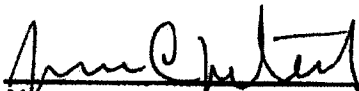
This agreement shall be governed by the laws of the State of Delaware.

Please confirm by returning to Serta Simmons Bedding, LLC, 3560 Lenox Road, Suite 1100, Atlanta, GA 30326, Attention: Theresa Weisskopf the enclosed copy of this agreement, signed in the place provided, that you have knowingly and voluntarily decided to accept and agree to the foregoing.


NATIONAL BEDDING COMPANY L.L.C.

  
Name: James C. McGinty  
Title: EOP of HR

SERTA SIMMONS BEDDING, LLC

  
Name: James C. McGinty  
Title: EOP of H

AGREED AND ACKNOWLEDGED:

  
Leona Wightman  
Date: 1/15/16