

08-13-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102188139

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Simmons Company
2. Name and address of receiving party(ies): Name: Dreamwell, Ltd. Internal Address: Street Address: 2325-B Renaissance Drive
3. Nature of Conveyance: [x] Assignment
4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): B. Trademark Registration No.(s):
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Vivian E. Lee ROPES & GRAY
6. Total Number of applications and registrations involved: 119
7. Total fee (37 CFR 3.41) \$ 2,990.00
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. Vivian E. Lee July 11, 2002

DO NOT USE THIS SPACE
10. I certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in the amount of \$14.00, to be addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on the date shown below.
Dated: 7/11/02 Signature: (Edward J. Mullins)

08/12/2002 DBYRNE 01 FC:481 02 FC:482

00000255 181945 74540470
Total number of pages including cover sheet, attachments, and document: 7

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Dated: 7/11/02 Signature: (Edward J. Mullins)

Additional Conveying Parties (1. Continued):

Additional Receiving Parties (2. Continued):

Assignee Name:

Internal Address:

Street Address:

City:

State:

Zip Code:

Additional Applications and/or Registration Numbers (4. Continued)

Additional Application Number(s)

4A continued:

75/557,460 75/838,309
 75/557,462 75/872,346
 75/558,728 75/903,524
 75/565,676 76/002,517
 75/594,550 76/002,518
 75/621,204 76/024,606
 75/699,275 76/024,814
 75/769,535 76/024,879
 75/769,550 76/111,129
 75/769,617 76/111,130
 75/769,619 76/199,766
 75/769,632 76/199,767
 75/769,640 76/216,838
 75/769,641 76/216,839
 75/769,717 76/216,840
 75/770,685 76/309,734
 75/770,691 76/309,856
 75/770,693 76/309,857
 75/770,695 76/309,859
 75/775,940
 75/838,108
 75/838,109
 75/838,176

Additional Registration Number(s)

4B continued:

545,312 1,667,653 1,854,202
 667,423 1,682,405 1,880,651
 696,414 1,694,420 1,883,622
 696,415 1,695,359 1,902,742
 704,303 1,710,061 1,904,445
 730,091 1,710,073 1,904,446
 730,415 1,743,941 1,904,447
 970,736 1,768,218 1,922,059
 1,033,904 1,773,637 1,922,060
 1,139,955 1,777,214 1,922,061
 1,157,343 1,782,130 1,922,062
 1,162,779 1,785,577 1,952,463
 1,165,575 1,791,009 1,977,990
 1,172,312 1,797,024
 1,176,241 1,800,782
 1,183,799 1,805,307
 1,211,581 1,814,452
 1,617,672 1,818,484
 1,635,504 1,832,218
 1,641,294 1,842,171
 1,642,712 1,850,341
 1,645,686 1,854,200
 1,651,189 1,854,201

Additional numbers attached?

Yes

No

ASSIGNMENT OF TRADEMARKS

WHEREAS, Simmons Company, a corporation organized and existing under the laws of the State of Delaware, having principal offices at One Concourse Parkway, Suite 800, Atlanta, GA 30328 (hereinafter "Assignor"), has adopted and used in its business, and is the owner of all right, title and interest ("Rights") in and to the U.S. and foreign marks set forth in Schedule A attached hereto ("Marks").

WHEREAS, Dreamwell, Ltd., a limited liability company organized and existing under the laws of the State of Nevada, having principal offices at 2325-B Renaissance Drive, Las Vegas, Nevada 89119 (hereinafter "Assignee"), desires to acquire the Marks, all goodwill associated therewith, and all registrations thereof.

NOW, THEREFORE, in consideration of the mutual benefits and obligations arising from that certain Asset Contribution Agreement by and between the Parties, dated as of December 29, 2001, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, said Assignor, does hereby assign, transfer and set over unto the said Assignee, all Rights in and to the Marks, and all variations thereof, together with the goodwill of the business symbolized by the Marks and: (i) all registrations and applications to register such marks, (ii) all files, records, specimens and materials directly arising from the prosecution, exploitation or defense of rights and registrations pertaining to the Marks; (iii) and all choses in action pertaining to the Marks including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof (collectively, "Marks and Related Rights"); 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. If after the date of this Assignment the Assignor or the Assignee (the "Parties") discover that any Marks were listed on Schedule A, or were not listed on Schedule A as the case may be, in contravention to the rights and intents of the Parties pursuant to this Assignment ("Listing Error"), then such Listing Error shall be corrected to the full satisfaction of the Parties by amendment to this Assignment.

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 Marks and Related Rights, 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 said Assignee and the representatives thereof any facts known to Assignor respecting said Marks and Related Rights, 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 Assignment.

[Remainder of this Page Intentionally Left Blank. Signature Pages to Follow]

The Commissioner of Patents and Trademarks is requested to issue the Certificate of Registration for the Marks to said Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and the seal affixed hereto this 19th day of April, 2002.

ASSIGNOR:

SIMMONS COMPANY.

(Seal)

By: William S. Creekmur

Name: WILLIAM S. CREEKMUR

Title: EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER

Attest:

Brian P. Breen
Secretary ASSISTANT SECRETARY, TREASURER

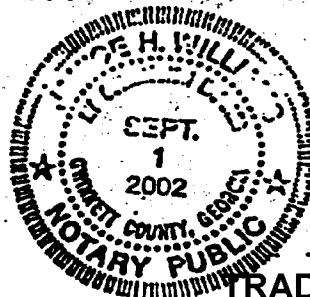
STATE OF GEORGIA)
) ss.
COUNTY OF Fulton)

On this 19th day of April, 2002, before me appeared, William S. Creekmur [NAME], to me personally known, who, being by me duly sworn, did say that he is the EVF & CFO [TITLE] of Simmons, 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 corporation, by authority of its Board of Directors, and William S. Creekmur [NAME] acknowledged said instrument to be the free act and deed of said corporation.

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



**ASSIGNMENT OF TRADEMARK
FROM SIMMONS COMPANY
TO DREAMWELL, LTD. [B]**

SCHEDULE A

Our Docket	Trademark Name	Reg. No.	Reg. Date
1	SMCY-T-001	WORLD CLASS	76/309856 6-Sep-01
2	SMCY-T-002	WORLD CLASS	76/309734 6-Sep-01
3	SMCY-T-004	WORLD CLASS	76/309857 6-Sep-01
4	SMCY-T-005	WORLD CLASS	76/309859 6-Sep-01
5	SMCY-T-014	BEAUTY SLEEP	1904446 11-Jul-95
6	SMCY-T-015	BEAUTY SLEEP (SCRIPT DESIGN)	1904445 11-Jul-95
7	SMCY-T-023	BEAUTYREST (STYLIZED LETTERING)	1904447 11-Jul-95
8	SMCY-T-025	BEAUTYREST FEELINGS (STYLIZED)	1183799 29-Dec-81
9	SMCY-T-032	BEAUTYWAVE	1139955 30-Sep-80
10	SMCY-T-035	BLOC	75/903524 25-Jan-00
11	SMCY-T-042	CHARLOTTE	75/558728 23-Sep-98
12	SMCY-T-044	COMFORT PLUS	1977990 4-Jun-96
13	SMCY-T-045	ADJUSTO-REST (STYLIZED LETTERING)	545312 17-Jul-51
14	SMCY-T-048	BEAUTY BORDER	1922062 26-Sep-95
15	SMCY-T-055	COUNTESS Not in CPI	532031 17-Oct-50
16	SMCY-T-058	DAVENPORT	75/557460 23-Sep-98
17	SMCY-T-060	BEAUTIFUL FEELINGS (STYLIZED LETTERING)	1162779 28-Jul-81
18	SMCY-T-061	ALBUM	730415 24-Apr-62
19	SMCY-T-064	AMERICA'S BEST	1645686 21-May-91
20	SMCY-T-071	BACKCARE	75/295015 20-May-97
21	SMCY-T-072	BACKCARE	75/594550 F. 11/24/98
22	SMCY-T-077	DISTINCTION FRANKLIN SILK	1922059 26-Sep-95
23	SMCY-T-078	DISTINCTION MADISON LUXURY	1922060 26-Sep-95
24	SMCY-T-097	SIMMONS AND GLOBE DESIGN	75/699275 7-May-99
25	SMCY-T-098	SIMMONS FLOTATION SYSTEMS & DESIGN	1176241 3-Nov-81
26	SMCY-T-100	SILVER LABEL	730091 17-Apr-62
27	SMCY-T-106	SIMCRON	1165575 18-Aug-81
28	SMCY-T-111	SIMFOAM (STYLIZED)	542773 22-May-51
29	SMCY-T-112	SIM-GARD	1172312 6-Oct-81
30	SMCY-T-123	MAXIPEDIC LUMBAR SUPPORT	1854200 13-Sep-94
31	SMCY-T-140	POSTURE BRIDGE	1880651 28-Feb-95
32	SMCY-T-142	POWER FLEX TORSION BAR FOUNDATION	1902742 4-Jul-95
33	SMCY-T-154	SLUMBER DREAM	533564 21-Nov-50
34	SMCY-T-155	SLUMBER KING (SYLIZED)	541309 24-Apr-51
35	SMCY-T-158	ST. IVES	1883622 14-Mar-95
36	SMCY-T-172	TRU-COMFORT	537027 30-Jan-51
37	SMCY-T-174	TWO STORY	75/872346 15-Dec-99
38	SMCY-T-203	HAMILTON SILK	1922061 26-Sep-95
39	SMCY-T-206	HOTEL-BILT	704303 13-Sep-60
40	SMCY-T-210	KLIK-LOK	1211581 5-Oct-82
41	SMCY-T-212	TRANS-SHOCK	1695359 16-Jun-92
42	SMCY-T-214	THE ONLY FIVE ZONE SLEEP SYSTEM	75/393614 20-Nov-97
43	SMCY-T-216	ZOO	1797024 5-Oct-93
44	SMCY-T-217	I ONLY SLEEP WITH THE BEST	1842171 28-Jun-94
45	SMCY-T-219	CRESCENDO	75/117990 12-Jun-96

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Our Docket	Trademark Name	Reg. No.	Reg. Date	
46	SMCY-T-220	RIGID-SPAN	1818484	25-Jan-94
47	SMCY-T-221	SCIENCE OF SLEEP	75/443952	3-Mar-98
48	SMCY-T-222	SIMBOLIC	696415	19-Apr-60
49	SMCY-T-225	SIMMONS ADVERTISING AND DESIGN	1768218	27-Apr-93
50	SMCY-T-226	SIMMONS LUMBAR SUPPORT	1854202	13-Sep-94
51	SMCY-T-227	SIMTORC	696414	19-Apr-60
52	SMCY-T-228	SLEEP SCIENCE	1791009	31-Aug-93
53	SMCY-T-229	SUMMATION	1642712	30-Apr-91
54	SMCY-T-230	SUPER SLEEP	520818	7-Feb-50
55	SMCY-T-231	THE BOWLING BALL MATTRESS	75/295025	20-May-97
56	SMCY-T-232	BEAUTY COMFORT	1832218	19-Apr-94
57	SMCY-T-233	BEDDEREST	1694420	16-Jun-92
58	SMCY-T-234	BEAUTY SLEEP LUMBAR SUPPORT	1854201	13-Sep-94
59	SMCY-T-235	BEAUTYREST LUMBAR SUPPORT	1850341	16-Aug-94
60	SMCY-T-236	BEAUTYREST ELITE	1785577	3-Aug-93
61	SMCY-T-237	BEAUTYREST CLASSIC	1814452	28-Dec-93
62	SMCY-T-238	BEAUTY PILLOW	1667653	10-Dec-91
63	SMCY-T-239	BEAUTY PEDIC	1617672	16-Oct-90
64	SMCY-T-240	BEAUTYFIL	1710061	25-Aug-92
65	SMCY-T-241	ACE and DESIGN	178478	15-Jan-24
66	SMCY-T-242	EURO CONCEPTS	1651189	16-Jul-91
67	SMCY-T-243	ESSENCE	1800782	26-Oct-93
68	SMCY-T-244	ELAN	1710073	25-Aug-92
69	SMCY-T-245	DINOSAUR	1773637	25-May-93
70	SMCY-T-246	COMFORTORC	667423	23-Sep-58
71	SMCY-T-247	CONSPEC	1682405	7-Apr-92
72	SMCY-T-248	CRASH PAD!	75/285489	2-May-97
73	SMCY-T-249	BUNK MAN	1782130	13-Jul-93
74	SMCY-T-250	PERMAFLEX (STYLIZED)	374647	23-Jan-40
75	SMCY-T-251	ADVANT-EDGE	75/117989	11-Jun-96
76	SMCY-T-252	NOTHING ENERGIZES YOUR DAY LIKE A BEAUTYREST NIGHT	1952463	30-Jan-96
77	SMCY-T-253	MAXIPEDIC REGENT SUPREME	1635504	19-Feb-91
78	SMCY-T-254	MAGNA-PEDIC	970736	16-Oct-73
79	SMCY-T-255	HIDDEN COMFORT	75/393615	20-Nov-97
80	SMCY-T-256	FLO-GRID FOUNDATION	1641294	16-Apr-91
81	SMCY-T-257	FLAVORS (STYLIZED)	1743941	29-Dec-92
82	SMCY-T-258	FEDERALIST	1033904	17-Feb-76
83	SMCY-T-259	QUINTESSENCE OF WOOL	1805307	16-Nov-93
84	SMCY-T-260	PRO-PEDIC EXALTED	74/540470	22-Jun-94
85	SMCY-T-261	POSTURE BRIDGE	1777214	15-Jun-93
86	SMCY-T-281	SLEEPSMITH	76/002518	17-Mar-00
87	SMCY-T-283	BETTER NIGHTS, BETTER DAYS	75/769632	6-Aug-99
88	SMCY-T-284	COMFORT BUILT FOR TWO	75/769550	6-Aug-99
89	SMCY-T-285	8 HOURS OF BLISS 365 DAYS A YEAR	75/770685	6-Aug-99
90	SMCY-T-286	EQUATION OF SLEEP	75/838108	2-Nov-99

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SCHEDULE A

Our Docket	Trademark Name	Reg. No.	Reg. Date
91	SMCY-T-287	FOR CONNOISSEURS OF SLEEP	75/769535 6-Aug-99
92	SMCY-T-288	FOR EVERY STAGE OF YOUR LIFE	75/769641 6-Aug-99
93	SMCY-T-289	GET YOUR BEAUTYREST	75/770691 6-Aug-99
94	SMCY-T-290	HANDLE WITH CARE	75/770695 6-Aug-99
95	SMCY-T-291	PARTNER PERFECT	75/775940 13-Aug-99
96	SMCY-T-292	SLEEP PRINT	75/838309 2-Nov-99
97	SMCY-T-293	SLEEP PRINT	75/838176 2-Nov-99
98	SMCY-T-294	POLYCEL	75/838109 2-Nov-99
99	SMCY-T-295	SCIENCE AND SENSUALITY	75/769717 6-Aug-99
100	SMCY-T-296	TAKE CARE, BACKCARE, TAKES CARE	75/769619 6-Aug-99
101	SMCY-T-297	YOU ARE WHAT YOU SLEEP	75/769640 6-Aug-99
102	SMCY-T-298	SIMMONS BETTER SLEEP	75/621204 15-Jan-99
103	SMCY-T-299	SLEEP BETTER TONIGHT LIVE BETTER TOMORROW	75/770693 6-Aug-99
104	SMCY-T-302	KARMA	76/002517 17-Mar-00
105	SMCY-T-316	SANTA FE	76/024814 13-Apr-00
106	SMCY-T-319	PARK AVENUE	76/024606 13-Apr-00
107	SMCY-T-321	WESTPORT	76/024879 13-Apr-00
108	SMCY-T-333	BACKCARE FOR KIDS	76/199766 24-Jan-01
109	SMCY-T-334	GIVING BETTER SLEEP A HEAD START	76/199767 24-Jan-01
110	SMCY-T-336	VARIABLE SUPPORT SYSTEM	76/111129 17-Aug-00
111	SMCY-T-337	VSS	76/111130 17-Aug-00
112	SMCY-T-348	EXACT COMFORT	75/769617 6-Aug-99
113	SMCY-T-356	TRIAD	75/565676 7-Oct-98
114	SMCY-T-369	NO SAG WARRANTY	76/216838 27-Feb-01
115	SMCY-T-370	NEVER SAG	76/216839 27-Feb-01
116	SMCY-T-371	SAG PROOF	76/216840 27-Feb-01
117	SMCY-T-378	TRIO	75/557462 23-Sep-98
118	SMCY-T-518	ELEVATIONS	1157343 9-Jun-81
119	SMCY-T-519	HIDE-A-BED SOFA and Design	382488 29-Oct-40