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Form PTO-1594 REC(DRDATION FORM COVER SHEET TRADEMARKS ONLY U. S. Department of Commerce Patent and Trademark Office		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and Address of receiving party(ies)		
UBS AG, Stamford Branch 677 Washington Blvd. Stamford, CT 06901	Simmons Company One Concourse Parkway Suite 800 Atlanta, GA 30328		
Individual(s) Associatio General Partnership Limited Partnership Corporation X Other - Swiss Banking Corporat Additional name(s) of conveying party(ies) attached?	ion -		
3. Nature of conveyance: Assignment Merg Security Agreement Char X_ Other – Intellectual Property Ter Release Execution Date: December 19, 26	Limited Partnership mination and Corporation - Delaware Other If assignee is not domiciled in the United States, a domestic		
Application number(s) or registr A. Trademark Application No(s). Please see attached			
Addi	tional numbers attached? X Yes No		
Name and address of party to whom of pondence concerning document should be	corres- e mailed: 6. Total number of applications/registrations involved: 198		
James Talbot, Esq. SKADDEN, ARPS, SLATE, & FLOM LLP Four Times Square New York, New York 10036	All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 244130/920)		
	8. Deposit Account No. <u>19-2385</u>		
	DO NOT USE THIS SPACE		
	Signature Signs including cover sheet, attachments, and document: 21		

TRADEMARK 700061246 **REEL: 002784 FRAME: 0362**

CONTINUATION OF ITEM 2. Names of Additional Receiving Parties:

Simmons International Holding Company, Inc.

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Corporation - New York

Windsor Bedding Co., LLC

1900 Beaver Ridge Circle

Norcross, GA 30071

Limited Liability Company - Delaware

SC Holdings, Inc.

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Corporation - Delaware

Simmons Holdings, Inc.

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Corporation - Delaware

Sleep Country USA, Inc.

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Corporation - Delaware

World of Sleep Outlets, LLC

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Limited Liability Company - Delaware

The Simmons Manufacturing Co., LLC

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Limited Liability Company - Delaware

D004

Dreamwell, Ltd.

2325-B Renaissance Dr.

Suite 15

Las Vegas, NV 89119

Limited Liability Company - Nevada

Simmons Capital Management, LLC

2325-B Renaissance Dr.

Suite 15

Las Vegas, NV 89119

Limited Liability Company - Nevada

Simmons Contract Sales, LLC

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Limited Liability Company - Delaware

Gallery Corp.

One Concourse Parkway

Suite 800

Atlanta, GA 30328

Corporation - Delaware

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
73242415	573237
71549283	970736
75593698	1816903
74642146	1817456
74188237	2059719
75111754	2101915
74718060	
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INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of December 19, 2003, is made by and among Simmons Company, a Delaware corporation (the "Borrower"), Simmons Holdings, Inc., a Delaware corporation, Simmons International Holding Company, Inc., a New York corporation, certain other of the subsidiaries of the Borrower signatory hereto (together with the Borrower, the "Grantors"), and UBS AG, Stamford Branch, as administrative agent for the Lenders (as defined below) (in such capacity, the "Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement (as defined below).

RECITALS

- A. WHEREAS, the Grantors and the Agent are parties to that certain Credit and Guaranty Agreement, dated as of October 29, 1998 (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), by and among the Borrower, the subsidiary guarantors party thereto (including the Grantors), Goldman Sachs Credit Partners L.P., as joint lead arranger and syndication agent, the financial institutions from time to time parties thereto (the "Lenders"), Warburg Dillon Read LLC, as joint lead arranger, and the Agent.
- B. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Grantors and the Agent entered into that certain Pledge and Security Agreement, dated as of October 29, 1998 (as amended to date, the "Security Agreement") and those certain Counterpart Agreements, dated as of December 28, 2001, February 28, 2003 and June 15, 2003 (the "Counterpart Agreements").
- C. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, each of the Grantors granted a security interest in and lien on all of the Grantors' right, title and interest in, to and under the trademarks and trademark licenses identified on Exhibit A attached hereto (collectively, the "Trademarks") to the Agent for the benefit of the Lenders, pursuant to the Security Agreement and the Counterpart Agreements.
- D. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, each of the Grantors granted a security interest in and lien on all of the Grantors' right, title and interest in, to and under the patents and patent licenses identified on Exhibit B attached hereto (collectively, the "Patents") to the Agent for the benefit of the Lenders, pursuant to the Security Agreement and the Counterpart Agreements.
- E. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, each of the Grantors granted a security interest in and lien on all of the Grantors' right, title and interest in, to and under the copyrights and copyright licenses identified on Exhibit C attached hereto (collectively, the "Copyrights") to the Agent for the benefit of the Lenders, pursuant to the Security Agreement and the Counterpart Agreements.

INTELLECTUAL PROPERTY TERMINATION AND RELEASE TRADEMARK

- F. WHEREAS, in order to evidence the grant of security interests under the Security Agreement, the Borrower caused the due execution and delivery of, <u>inter alia</u>, certain filings in the United States Patent and Trademark Office (the "<u>USPTO</u>") and the United States Copyright Office.
- G. WHEREAS, the Security Agreement was recorded with the USPTO on March 20, 1998 at Reel 9580, Frame 61 and at Reel 1815, Frame 1, and with the United States Copyright Office at Volume 3426, Pages 8-12 on November 23, 1998.
- H. WHEREAS, one of the Counterpart Agreements was recorded with the USPTO on September 19, 2002 at Reel 2557, Frame 288 and on July 25, 2002 at Reel 12928, Frame 1.
- I. WHEREAS, the Borrower and the Agent have entered into that certain agreement dated as of the date hereof (the "General Termination and Release") whereby they have, inter alia, terminated their respective obligations under the Credit Agreement, the other Credit Documents and all documents and agreements delivered pursuant to the Credit Agreement or in connection therewith to the extent described therein.
- F. WHEREAS, the Agent has agreed to terminate and release all security interests, liens and other encumbrances granted to or held by the Agent for the benefit of the Lenders as security for the Obligations under the Credit Agreement and the other Credit Documents.
- G. WHEREAS, in order to evidence the release of the security interests, liens and other encumbrances granted pursuant to the Security Agreement, the Grantors have requested, and the Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, each of the Grantors and the Agent hereby agree as follows:

without limiting the terminations, discharges or releases granted pursuant to the General Termination and Release, the Agent hereby terminates, discharges and releases all security interests, liens and other encumbrances granted to or held by the Agent in the Trademarks, Patents, Copyrights, and all other Intellectual Property of the Grantors ever owned, existing, acquired, or arising throughout the world as security for the Obligations under the Security Agreement, the Counterpart Agreement, the Credit Agreement and the other Credit Documents. The Agent agrees that all of the Intellectual Property, including without limitation the Trademarks, Patents and Copyrights securing the Obligations, is hereby terminated, released and discharged (without recourse, representation or warranty) from the security interests, liens and other encumbrances granted pursuant to the Security Agreement and the Counterpart Agreement and is reconveyed to the Grantors automatically and without further action by the Agent, and the Agent will forthwith terminate any security interests granted in connection therewith.

- SECTION 2. <u>Representation and Warranty of Agent</u>. The Agent represents and warrants that it has the authority to execute and deliver this Agreement on its own behalf and on behalf of the Lenders, the Issuing Banks and the Swing Line Lender.
- SECTION 3. <u>Effectiveness</u>. This Agreement becomes effective when (i) all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission) and (ii) the General Termination and Release has become effective.
- SECTION 4. Further Assurances. The Agent hereby authorizes Borrower and Grantors (and any of their designees) to file in any jurisdiction any UCC-3 financing statements and terminations (or similar documents, including, without limitation, filing any releases pertaining to the Intellectual Property with the USPTO and United States Copyright Office) on behalf of the Agent and the Lenders necessary to evidence the terminations, releases and discharges described herein. The Agent agrees that it shall, from time to time, at the expense of the Borrower, execute, acknowledge and deliver to each Grantor and its designees, successors or assigns such instruments, agreements, and other documents as such Grantor or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.
- SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.
- SECTION 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

SIMIMONS COMPAIN I	
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By: Westlith.	-
Name: William S. Creekmur Executive VP, CPO, Assistant	-
Fitle: Treasurer and Assistant Secretary	-
SIMMONS INTERNATIONAL HOLDING	i
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By: Wolfen	_
Name: william & Creekmair	_
Title: Executive Vice Freshers, Assistant Trassurer and Assistant Secretary	
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WINDSOR BEDDING CO., LLC	
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Title: Treasurer and Assistant Secretary	
SC HOLDINGS, INC.	:
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By: William,	
Name: William S. Creekmuir Executive Vice President, Assistant	
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By: the talk	
Name: William S. Creekmain Executive VP, CFO. Assistant	
Title: Treasurer and Assistant Secretary	
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SLEEP COUNTRY USA, INC.	
SLIEF COUNTY, OSTALIO	
By: Cheller.	
Name: William S. Creekmuir	
Title: Executive Vice President, Assistant Treasurer and Assistant Secretary	,

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WORLD OF SLEEP OUTLETS, LLC By: Name: Executive VP, CFO, Assistant Treasurer and Assistant Secretary Title: THE SIMMONS MANUFACTURING CO., LLC By: William S. Creekmui Name: Treasurer and Assistant Secretary Title: DREAMWEI By. Name: William <u>S. Creekmuir</u> President and Assistant Treasurer Title: CAPITAL MANAGEMENT, LLC SIMMONS By: William S. Creeknaur President and Assistant Treasurer Name: Title: SIMMONS CONTRACT SALES, LLC By: Name:_ William S. Creekmmir Executive VP, CFO, Assistant Treasurer and Assistant Secreti Title: GALLERY CORP By: Name: Executive Vice President, Assistant Title:_ Treasurer and Assistant Secretary

NO.225

IN WITNESS WHEREOF, the Agent hereto has caused this Agreement to be executed by an officer duly authorized, as of the date first set forth above.

•			
		STAMFORD BRANCH, a	s Agent for the
	Lenders	4. /	
	Ву:		
	Name:	Wilfred V. Saint Associate Director	<u> </u>
	Title:	Banking Products	
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	Ву:	TW .	
	Name:	Arthony N Joseph	
	Title:	Associate Director Banking Projects Services, US	
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OUNTY OF NEW YORK)			•
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aint & Anthony Took known to m	e to be the	individualswho executed th	e foregoing
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EXHIBIT A TRADEMARKS

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AMBASSADOR	71-561512
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AMERICUS	74-241374
AMHERST	75-558729
ASTORIA	75-501566
AVONDALE	75-032969
BABY BEAUTY	71-488171
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BACK GUARD	73-211 302
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BACK SHIELD	72-223837
BACKCARE	75-594550
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BEAUTY CLOUD	73-547060
BEAUTY SLEEP	73-316648
BEAUTY SOFT	75-558725
BEAUTY-EDGE	74-323015
BEAUTYFOAM	71-589778
BEAUTYLOFT	74-123360
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BEAUTYREST	71-219607
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BEAUTYREST	74-595342
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BEAUTYREST CONTINENTAL	73-577163
BEAUTYREST EXTRAORDINAIRE	76-458573
DEALITYPEST POCKETED COIL	75-023157
BEHIND EVERY GREAT LIFE IS A GREAT SUPPORT SYSTEM	76-005516
BELMONT	/1-3494/1
BELMONT	72-126486
DETTER SLEEP THROUGH SCIENCE	75-480742
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BETTER SLEEP THROUGH SCIENCE BIRMINGHAM	

	74-717820
BRUSSELS	76-200008
BUILT SO WELL YOU NEVER HAVE TO FLIP IT!	73-469484
CARESSE	72-461922
CENTROPEDIC	75-155298
CHAMBOURG	74-718949
CHELSEA	75-285435
COLLECTOR'S EDITION	73-283433
COLUMBIA	
COLUMBIA BEDDING COMPANY	76-303898
COLUMBIA MATTRESS COMPANY	76-303896
CONCORDE	73-733455
CONNOISSEUR COLLECTION	75-190125
CONTENDER	74-642133
CONTESTANT	74-642144
CONTOUR FIT	74-624358
CONTOUR-FLEX	73-508340
CORRECT POSTURE	71-675439
CUMULUS	75-903491
CYPRESS	74-718550
DEEP SLEEP	71-289294
DEEPSLEEP	71-561517
DESIGN ONLY	76 -4 319 <u>33</u>
DO NOT DISTURB MATTRESS	74-629665
DORM BILT	573237
DREAM SLEEP	71-353545
DREAMWELL	71-540919
DUAL COMFORT	71-673138
DUCHESS	71-561518
ECONO-PEDIC	73-066361
EDMONTON	75-557461
EMINENCE	74-272444
EMPEROR	74-724886
EMPRESS	71-565459
ENTRE	75-177282
EQUATION OF SLEEP	75-147720
EVENING WHISPER	74-595343
FABRISAN	72-222216
FARMINGTON	75-558727
FINALIST	74-642132
FIRST IMPRESSION	75-279088
FIVE ZONES FOR YOUR BONES	75-393647
FOREST GLEN	75-032976
GLAMOUREST	72-236154
GLENDALE	75-557474
GLENWOOD	75-032900
GOLDEN VALUE	73-769890
GRACELINE	71-219500
HARMONY	74-122664
HIDE-A-BED	71-549474
HIDE-A-MASSAGE	76-485571
HOSPITAL-BILT	72-243590
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C::DOCUMENTS AND SETTINGS/JOFFRION/LOCAL SETTINGS/TEMP/C.DATA.NOTES/SIMMONS TM/S - EXHIBIT A TO IP RELEASE_#1229381.DOC 2 TRADEMARK

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EXHIBIT B PATENTS

Patent #		
US 09/788779	Mattress packaging	
US 09/974106	Method and apparatus for	
	storing and transporting	
	strings of pocketed coils	
US 10/102276	Perimeter stiffening system	
	for a foam mattress	
US 4565046	Apparatus for manufacturing	
QB 45050 . 4	pocketed coil springs	
US 4566926	Method and apparatus for	
00 4300720	manufacturing innerspring	
	constructions	
US 4578834	Innerspring Construction	
US 4803742	Convertible bed	
US 4854023	Method for providing	
US 4654025	pocketed coil strings having a	
	flat overlap side seam	
US 4986518	Pocketed coil strings having a	
US 4986318	flat overlap side seam	
	Innerspring construction for	
US 5016305	mattresses, cushions, and the	
	like and process for	
	manufacturing said	
	construction	
	Bedding configuration having	
US 5105488	variable support	
	characteristics	
	Method and apparatus for	
US 5126004	assembling innerspring	
	construction for mattresses,	
	cushions and the like	
	Flotation system including	
US 5144707	improved locking features	
	Bedding system including	
U\$ 5165125	spring having limiting	
1		
	membrane	
US 5186435	Method and apparatus for	
}	making a senes of pocketed	
	coil springs	
US 5311624	Mattress having 2-ply	
•	moisture barrier and	
	терlaceable upholstery	
US 5444905	Apparatus for manufacturing	
1	mattresses and box springs	
US 5469589	Knock down foundation for a	
	bed	
US 5471725	Method for manufacturing	
	mattresses or box springs,	
	including improved spring	
	transfer	

U\$ 5499414	Innerspring construction
	including improved edge
	characteristics
US 5509887	Apparatus for pocketed coil
CB 3309007	construction having improved
	tracking characteristics
US 5553443	Method for creating strings of
US 3333443	pocketed coil springs
710 5550010	Knock down mattress system
US 5557813	Method and apparatus for
US 5572853	
	conditioning pocketed coil
·	springs
US 5613287	Method for forming strings of
<u></u>	pocketed springs
US 5621935	Method and apparatus for
•	providing improved pocketed
	innerspring construction
US 5637178	Method and apparatus for
	assembling innerspring
	constructions for mattresses
	cushions and the like
US 5749133	Method and apparatus for
0007.3	forming strings of pocketed
	springs
US 5940908	Reinforced bedding
]	foundations
US 5974993	Quilted border winder
00000,.220	apparatus system and method
US 5987678	Multiple firmness mattress
US 6098224	Pillow top mattress
03 0090224	assemblies
US 6216292	Protective mattress cover
03 0210292	with apron
770 60 40000	One-sided mattress
US 6243900	construction
	Bed construction with
US 6408469	
	reduced sagging
US RE36142	Method of packaging
	resiliently compressible
	articles

EXHIBIT C COPYRIGHTS

Class	Registration Number
	TX 4-093-430
Textual WOLKS	
	VA 735-511
Visual Arts	
Performing Arts	PA 772-109
	TX 4-093-428
	TX 3-673-900
	TX 3-673-902
Textual Works	TX 3-673-901
	TX 4-752-706
	TX 189-653
	Class Textual Works Visual Arts Performing Arts Textual Works