

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simmons Juvenile Products Company, Inc.		08/29/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Simmons Bedding Company
<b>Street Address:</b>	One Concourse Parkway, Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	78343486	SLEEP 'N MORE
<b>Registration Number:</b>	2247121	RENAISSANCE

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: alida.stanley@weil.com  
 Correspondent Name: Alida Stanley  
 Address Line 1: 76  
 Address Line 4: New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	74339.0003
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<b>NAME OF SUBMITTER:</b>	Phyllis Eremitaggio
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**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment"), dated as of August 29, 2004, is made by and between Simmons Juvenile Products Company, Inc., a Delaware corporation ("Assignor"), Simmons Bedding Company, a Delaware corporation ("Simmons"), and Dreamwell, Ltd., a Nevada limited liability company ("Assignee");

**WHEREAS**, Assignee is a wholly-owned subsidiary of Simmons;

**WHEREAS**, Assignor and Simmons have entered into that certain Asset Purchase Agreement, dated July 21, 2004, pursuant to which Assignor has agreed to sell, transfer and assign, that certain Intellectual Property as defined in the Asset Purchase Agreement to Simmons and its Affiliates, including but not limited to Assignee; and

**WHEREAS**, Simmons desires to assign to Assignee, certain registered trademarks and trademark applications as set forth on Schedule A herein ("Assigned Trademarks") in a transaction qualifying as an additional contribution to the capital of Assignee under Section 351 of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its entire right, title and interest in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, free and clear of all Liens (other than Permitted Liens), the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any State of the United States or applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.
3. Assignor shall upon reasonable request by Simmons or Assignee (or its successors, assigns or legal representatives): (i) execute all necessary oaths, assignments, powers of attorney and any other papers; and (ii) at the expense of Simmons or Assignee, otherwise reasonably cooperate with Simmons or Assignee

(or its successors, assigns or legal representatives), in connection with perfecting Assignee's title, or securing, maintaining and enforcing Assignee's rights to the Assigned Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
5. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, Assignor, Simmons and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**ASSIGNOR:**

SIMMONS JUVENILE PRODUCTS COMPANY, INC.

By: Alfred J. Marchitto  
Name: Alfred J. Marchitto  
Title: CEO

**ATTESTATION OF WITNESS.**

I, Flora Roche, whose full post office address is 256D Faller Drive, New Milford, NJ 07646 was personally present and did see Alfred J. Marchitto who is personally known to me, execute the above assignment.

Flora Roche

**ASSIGNEE:**

DREAMWELL, LTD.

By: \_\_\_\_\_  
Name:  
Title:

**ATTESTATION OF WITNESS.**

I, \_\_\_\_\_, whose full post office address is \_\_\_\_\_ was personally present and did see \_\_\_\_\_, who is personally known to me, execute the above assignment.

\_\_\_\_\_

**IN WITNESS WHEREOF**, Assignor, Simmons and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**ASSIGNOR:**

SIMMONS JUVENILE PRODUCTS COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:


**ATTESTATION OF WITNESS.**

I, \_\_\_\_\_, whose full post office address is \_\_\_\_\_ was personally present and did see \_\_\_\_\_, who is personally known to me, execute the above assignment.

\_\_\_\_\_

**ASSIGNEE:**

DREAMWELL, LTD.

By:   
Name: David A. Liskow  
Title: Secretary and Controller

**ATTESTATION OF WITNESS.**

I, Vickie L. Jaramillo, whose full post office address is 2215-B Renaissance Dr. Las Vegas, NV 89119 was personally present and did see David A. Liskow, who is personally known to me, execute the above assignment.



SIMMONS:

SIMMONS BEDDING COMPANY

By: W. S. Creekmuir

Name: **WILLIAM S. CREEKMUIR**  
Title: **EXECUTIVE VICE PRESIDENT &  
CHIEF FINANCIAL OFFICER**

**ATTESTATION OF WITNESS.**

I, Dora D. Wilkinson, whose full post office address is 1984 Woodland Hills Ave., Atlanta, GA 30318 was personally present and did see William S. Creekmuir, who is personally known to me, execute the above assignment.

Dora D. Wilkinson

**SCHEDULE A**

<b>COUNTRY/STATE</b>	<b>MARK</b>	<b>APPLICATION/ SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
United States	SLEEP 'N MORE	78/343,486	-
United States	RENAISSANCE	-	2,247,121