

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		10/29/1998	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Simmons Company		
Street Address:	One Concourse Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1833346	BEAUTY-EDGE	
Registration Number:	1988658	GREENWICH	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 951-7984		
Email:	edward.black@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Edward G. Black, Esq., Ropes & Gray LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	SMCY-GIP-001		
NAME OF SUBMITTER:	Edward G. Black, Esq.		
Signature:	/edward black/		
Date:	11/24/2008		

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Total Attachments: 9

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UBS AG, STAMFORD BRANCH

December 19, 2003

Simmons Company
One Concourse Parkway, Suite 600
Atlanta, GA 30328

Attention: William S. Creekmuir

Ladies and Gentlemen:

Reference is hereby made to that certain Credit and Guaranty Agreement, dated as of October 29, 1998 (as amended through the date hereof, the "**Credit Agreement**"), by and among Simmons Company (the "**Borrower**"), Simmons Holdings, Inc. and certain Subsidiaries of the Borrower as Guarantors, certain financial institutions, as Lenders, Goldman Sachs Credit Partners L.P. as Joint Lead Arranger and Syndication Agent, Warburg Dillon Read LLC, as Joint Lead Arranger and UBS AG, Stamford Branch ("**UBS**"), as Administrative Agent (the "**Administrative Agent**"). Capitalized terms used herein not otherwise defined herein or otherwise amended hereby shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower has advised the Administrative Agent of its intention to (i) repay in full in cash, by wire transfer to the account set forth below, all outstanding Obligations under the Credit Agreement and the other Credit Documents (including, without limitation, all principal due and owing (if any), all interest accrued and unpaid thereon (if any) and all fees to the date of repayment), and (ii) terminate the Commitments.

The Borrower has further advised the Administrative Agent that the date of the repayment of the Obligations and other events specified in the preceding paragraph shall be December 19, 2003 (the "**Payout Date**"). Assuming that payment (in immediately available funds) is received by the Administrative Agent by 2:00 p.m. (New York City time) on the Payout Date, the total amount of all Obligations, including, without limitation to be paid (the "**Payout Amount**") shall be the aggregate of each of (i) \$ 51,912,920.23 (\$51,655,602.34 in principal plus \$ 184,774.83 in interest plus \$72,543.06 in other fees, charges and expenses (including, without limitation, any breakage fees) to the Administrative Agent. Funds to satisfy the above indebtedness under the Credit Agreement should be wired as follows:

UBS AG, STAMFORD BRANCH
ABA 026007993
Account # WA 860050524
Account Name: BPS Agency Account
Ref: Simmons
Attn.: V.Holeckova, x6403

If the Payout Amount is not received by the Administrative Agent by 2:00 p.m. (New York City) on the Payout Date, per diem interest accruing on the Obligations will be \$7,670.16 and such per diem interest shall be added to the Payout Amount.

This letter (the "Payout Letter") will confirm that upon receipt by the Administrative Agent, of payment in full of the Payout Amount set forth above in the manner described: (i) all of the Administrative Agents' liens, pledges, security interest, financing statements, encumbrances, pledges, mortgages and other charges of whatever nature against the Collateral, including, without limitation, those created by the Credit Documents, shall automatically terminate; (ii) all of the Obligations of the Borrower and the other Credit Parties in connection with the Credit Agreement and the other Credit Documents shall terminate automatically (other than any indebtedness, liabilities and obligations which by the express terms of the Credit Documents survive the termination of any of the foregoing and/or the repayment of the Obligations); (iii) all of the Administrative Agent's and the Lenders' obligations under the Credit Agreement, including any obligation to make Loans, shall terminate automatically; (iv) except as set forth herein, the Borrower and the other Credit Parties shall be released from any and all claims, liabilities, damages, costs, and expenses now existing or hereafter arising out of or in connection with the Credit Agreement and the other Credit Documents (other than all of the Obligations of the Borrower and the other Credit Parties under or in connection with the Credit Agreement and the other Credit Documents insofar as such Obligations survive the termination of the Credit Agreement or the other Credit Documents); and (v) the Administrative Agent and the Lenders shall be released from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement or the other Credit Documents. Notwithstanding the foregoing, if any payment by the Borrower to any of the Lenders shall be recovered from, or repaid by, the Lenders, in whole or in part, in any bankruptcy, insolvency or similar proceeding instituted by or against the Borrower, then the Borrower's liability for such payment shall be reinstated.

Anything contained herein to the contrary notwithstanding, the Borrower shall remain obligated for any unreimbursed costs and expenses incurred by the Administrative Agent and payable under the Credit Agreement or this Payout Letter and which are either incurred after the Payout Date or are incurred on or before the Payout Date but with respect to which the Administrative Agent has not been invoiced or otherwise been able to determine the amount of such expenses on or before the Payout Date.

In furtherance hereof, the Administrative Agent, by its signature below, agrees to, and to cause the Lenders to, promptly do all things, presently or in the future, which may be reasonably requested by the Borrower and/or the Guarantors to further effect and evidence of record the foregoing, including, without limitation, the execution and delivery of release documents (including UCC financing statement terminations and intellectual property lien terminations and releases) and the delivery to the Borrower of all promissory notes and other instruments (including the certificates representing the Collateral and related transfer powers) in the possession of the Lenders or the Administrative Agent, as the case may be, with respect to the Obligations, subject in each

case to prior payment by the Borrower to the Lenders or the Administrative Agent of all costs and expenses of the Lenders or the Administrative Agent in connection therewith as set forth above.

The Administrative Agent hereby agrees that upon the payment in full of the Payout Amount, this Payoff Letter shall be deemed to be an authorization to file UCC financing statement terminations with respect to the Obligations under the Credit Agreement or the other Credit Documents.

This Letter shall be governed by and construed in accordance with the laws of the State of New York.

Please indicate your agreement to the foregoing by signing in the space provided below. This agreement may be executed in one or more counterparts.

[Remainder of page intentionally left blank]

Very truly yours,

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Sub-Collateral Agent

By:  _____

Name:

Title:

Wilfred V. Sain
Associate Director
Banking Products
Services US

By:  _____

Name:

Title:

Anthony N. Joseph
Associate Director
Banking Products Services, US

case to prior payment by the Borrower to the Lenders or the Administrative Agent of all costs and expenses of the Lenders or the Administrative Agent in connection therewith as set forth above.

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This Letter shall be governed by and construed in accordance with the laws of the State of New York.

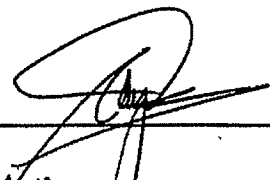
Please indicate your agreement to the foregoing by signing in the space provided below. This agreement may be executed in one or more counterparts.

[Remainder of page intentionally left blank]

Very truly yours,

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Sub-Collateral Agent

By: 
Name: _____
Title: _____
Wilfred V. Saini
Associate Director
Banking Products
Services US

By: 
Name: _____
Title: _____
Anthony N. Joseph
Associate Director
Banking Products Services, US

By its signature below, the Borrower hereby (i) agrees to the terms of the foregoing Payout Letter, (ii) releases the Lenders and the Administrative Agent from any and all obligations owing under or in connection with the Credit Agreement and the other Credit Documents, including without limitation, with respect to the Lenders, any obligation to make Loans under the Credit Agreement and (iii) releases the Lenders and the Administrative Agent from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement and the other Credit Documents.

December __, 2003

Simmons Company,
as Borrower

By: 

Name: William S. Creekmuir
Executive VP, CFO, Assistant
Title: Treasurer and Assistant Secretary

[SIGNATURE PAGE TO PAYOFF LETTER]


TRADEMARK
REEL: 003892 FRAME: 0885

By its signature below, the Borrower hereby (i) agrees to the terms of the foregoing Payout Letter, (ii) releases the Lenders and the Administrative Agent from any and all obligations owing under or in connection with the Credit Agreement and the other Credit Documents, including without limitation, with respect to the Lenders, any obligation to make Loans under the Credit Agreement and (iii) releases the Lenders and the Administrative Agent from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement and the other Credit Documents.

December __, 2003

Simmons Company,
as Borrower

By: _____


Name: William S. Creekmuir
Executive VP, CFO, Assistant
Treasurer and Assistant Secretary

[SIGNATURE PAGE TO PAYOFF LETTER]

TRADEMARK

REEL: 003892 FRAME: 0886

TRADEMARKS TO FILE UBS PAYOUT LETTER AGAINST:

BEAUTY-EDGE	1833346
GREENWICH	1988658