

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		12/19/2003	Swiss Banking 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:	2717164	WORLD CLASS	
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-TIP (D/F/U)		
NAME OF SUBMITTER:	Edward G. Black, Esq.		
Signature:	/edward black/		

CH \$65.00 1833346

Date:

06/10/2009

Total Attachments: 13

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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.

F. WHEREAS, in order to evidence the grant of security interests under the Security Agreement, the Borrower caused the due execution and delivery of, inter alia, certain filings in the United States Patent and Trademark Office (the "USPTO") 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:

SECTION 1. Termination, Release and Discharge. In furtherance of but 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. Representation and Warranty of Agent. 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. Effectiveness. 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. Counterparts. 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.

SIMMONS COMPANY

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

SIMMONS INTERNATIONAL HOLDING COMPANY, INC.

By: W.S. Creekmuir
Name: William S. Creekmuir
Title: Executive Vice President, Assistant Treasurer and Assistant Secretary

WINDSOR BEDDING CO., LLC

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

SC HOLDINGS, INC.

By: W.S. Creekmuir
Name: William S. Creekmuir
Title: Executive Vice President, Assistant Treasurer and Assistant Secretary

SIMMONS HOLDINGS, INC.

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

SLEEP COUNTRY USA, INC.

By: W.S. Creekmuir
Name: William S. Creekmuir
Title: Executive Vice President, Assistant Treasurer and Assistant Secretary

WORLD OF SLEEP OUTLETS, LLC

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

THE SIMMONS MANUFACTURING CO., LLC

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

DREAMWELL, LTD.

By: W. S. Creekmuir
Name: William S. Creekmuir
President and Assistant Treasurer
Title: _____

SIMMONS CAPITAL MANAGEMENT, LLC

By: W. S. Creekmuir
Name: William S. Creekmuir
President and Assistant Treasurer
Title: _____

SIMMONS CONTRACT SALES, LLC

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

GALLERY CORP.

By: W. S. Creekmuir
Name: William S. Creekmuir
Executive Vice President, Assistant
Title: Treasurer and Assistant Secretary

EXHIBIT A
TRADEMARKS

Trademark	Serial No.
\$ SIMMONS PROGRAMS FOR PROFIT	73-242415
"LA GRANDE"	71-549283
5 ZONES	75-593698
ACHIEVER	74-642146
ADJUSTABLEBED	74-188237
ADJUSTO-REST	75-111754
ALEXANDER	74-718060
ALEXANDRIA	74-112027
AMBASSADOR	71-561512
AMENITI	76-457069
AMERICUS	74-241374
AMHERST	75-558729
ASTORIA	75-501566
AVONDALE	75-032969
BABY BEAUTY	71-488171
BABY BEAUTYREST BACK CARE IV	73-447640
BACK GUARD	73-211302
BACK SHIELD	74-326907
BACKCARE	72-223837
BACKCARE	75-594550
BACKCARE	75-594550
BACKCARE	75-979640
BACKCARE	76-321693
BACKCARE	76-321693
BACK-O-PEDIC	72-440110
BEAUTY CLOUD	73-547060
BEAUTY SLEEP	73-316648
BEAUTY SOFT	75-558725
BEAUTY-EDGE	74-323015
BEAUTYFOAM	71-589778
BEAUTYLOFT	74-123360
BEAUTYLOFT	75-295024
BEAUTYREST	71-219607
BEAUTYREST	71-549470
BEAUTYREST	71-667261
BEAUTYREST	71-684075
BEAUTYREST	74-326906
BEAUTYREST	74-461576
BEAUTYREST	74-595342
BEAUTYREST	76-311487
BEAUTYREST CONTINENTAL	73-577163
BEAUTYREST EXTRAORDINAIRE	76-458573
BEAUTYREST POCKETED COIL	75-023157
BEHIND EVERY GREAT LIFE IS A GREAT SUPPORT SYSTEM	76-005516
BELMONT	71-549471
BELMONT	72-126486
BETTER SLEEP THROUGH SCIENCE	75-480742
BIRMINGHAM	75-556450

R 1833 340

BRUSSELS	74-717820
BUILT SO WELL YOU NEVER HAVE TO FLIP IT!	76-200008
CARESSE	73-469484
CENTROPEDIC	72-461922
CHAMBOURG	75-155298
CHELSEA	74-718949
COLLECTOR'S EDITION	75-285435
COLUMBIA	74-450591
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	76-431933
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
INNMASTER	72-170229

JEFFERSON LUXURY	74-532422
KENNEDY	74-717818
KLIK-LOK	73-322528
LA GRANDE	72-320866
LINCOLN	74-527206
LIVINGRIGHT	76-474347
LIVINGRIGHT	76-475024
LORRAINE	74-533665
MADISON AVENUE	76-024815
MAGNA-PEDIC	970736
MARQUIS	74-272222
MAXIPEDIC	72-440124
MEADOWBROOK	75-032906
MEDALIST	74-642135
MILAN	74-718089
MIRACLEPEDIC	72-458255
MOISTUREBAN	76-424900
MONARCH	71-549284
MONROE	74-533661
MYSTIC	74-718061
NEW YORKER	71-639444
NOTHING MAKES YOUR DAY LIKE A BEAUTYREST NIGHT	1816903
OAKDALE	75-033064
OLYMPIC	71-561522
PALM SPRINGS	76-024810
PARAMOUNT	73-728990
PARLIAMENT COLLECTION	74-205452
PATIENT PROOF	72-021330
POCKET COIL	74-664496
POCKET REST	74-664248
POCKETED COIL	74-664526
POLYCEL	73-476938
POWER FLEX	1817456
POWER SLEEP	75-637819
POWERBEAM	75-692845
POWER-PACKED	75-398211
PROVIDENCE	74-718379
QUEBEC	74-718091
QUINTESSENCE	73-728989
REBECCA	74-717821
REGENCY	71-561523
RIVAL	74-642143
RODEO DRIVE	76-024810
ROOSEVELT	74-533667
ROYALTY	71-549286
RYAN	74-718090
S	73-622177
SEA BREEZE	71-669150
SILVER LABEL	72-104324
SIM-CARE	72-207841
SIM-CLAD	72-219471
SIMCO	71-549289

SIMCREST	72-198230
SIM-FIRM	2059719
SIMFLEX	72-260775
SIMLOK	73-032716
SIMMONS	710549976
SIMMONS	71-596759
SIMMONS	74-595346
SIMMONS	75-018755
SIMMONS	75-976699
SIMMONS BACKCARE	76-343886
SIMMONS COMPANY 1/3 YOUR LIFE IS SPENT IN BED	71-251417
SLEEP KING	71-565015
SLEEP LOGIC	2101915
SLEEPERS CHOICE	72-008884
SLUMBER TIME	71-540927
SPECTRUM	74-301876
ST. ANDREW	75-556474
ST. CAROLINE	75-153314
ST. DOMINICK	75-558730
ST. LAWRENCE	74-498921
ST. MARK	75-558726
ST. MARTIN	75-153210
ST. RICHARD	75-565447
ST. STEPHEN	75-153112
ST. THOMAS	75-153298
SULTAN	72-167420
THE BUNKSTER	75-232797
THE MATTRESS BUILT THE WAY YOUR BACK IS BUILT	76-005221
THE ONLY QUEEN BED THAT SLEEPS LIKE A KING	76-256360
THE ULTIMATE AMENITY	73-515379
TO DREAM IS TO ESCAPE	76-200009
TRAVELER	71-551742
TRIBEKA	74-718771
TRIDENT	75-565448
TRITON	75-852163
TUDOR	74-575878
TWO STORY	76-230454
ULTRA FIT	73-761555
VANDERBILT	72-054899
VOGUE	71-557782
WALL-A-BED	72-176753
WESTMINSTER	71-549978
WILLOWBROOK	75-051718
WINCHESTER	74-123352
WINDSOR	74-510413
WORLD CLASS	76-360472
WORLD OF SLEEP	72-299076
WORLD'S FINEST BEDDING SINCE 1870	74-498913

**EXHIBIT B
PATENTS**

Patent #	Title
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 pocketed coil springs
US 4566926	Method and apparatus for manufacturing innerspring constructions
US 4578834	Innerspring Construction
US 4803742	Convertible bed
US 4854023	Method for providing pocketed coil strings having a flat overlap side seam
US 4986518	Pocketed coil strings having a flat overlap side seam
US 5016305	Innerspring construction for mattresses, cushions, and the like and process for manufacturing said construction
US 5105488	Bedding configuration having variable support characteristics
US 5126004	Method and apparatus for assembling innerspring construction for mattresses, cushions and the like
US 5144707	Flotation system including improved locking features
US 5165125	Bedding system including spring having limiting membrane
US 5186435	Method and apparatus for making a series of pocketed coil springs
US 5311624	Mattress having 2-ply moisture barrier and replaceable upholstery
US 5444905	Apparatus for manufacturing 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

US 5499414	Innerspring construction including improved edge characteristics
US 5509887	Apparatus for pocketed coil construction having improved tracking characteristics
US 5553443	Method for creating strings of pocketed coil springs
US 5557813	Knock down mattress system
US 5572853	Method and apparatus for conditioning pocketed coil springs
US 5613287	Method for forming strings of 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 forming strings of pocketed springs
US 5940908	Reinforced bedding foundations
US 5974993	Quilted border winder apparatus system and method
US 5987678	Multiple firmness mattress
US 6098224	Pillow top mattress assemblies
US 6216292	Protective mattress cover with apron
US 6243900	One-sided mattress construction
US 6408469	Bed construction with reduced sagging
US RE36142	Method of packaging resiliently compressible articles

EXHIBIT C
COPYRIGHTS

Copyright Name	Class	Registration Number
BackCare (It's never too early to start caring for your back)	Textual Works	TX 4-093-430
BackCare floating man	Visual Arts	VA 735-511
Dropping the ball	Performing Arts	PA 772-109
Dropping the ball	Textual Works	TX 4-093-428
EOS equation of sleep	Textual Works	TX 3-673-900
The do not disturb mattress	Textual Works	TX 3-673-902
Sleep logic series	Textual Works	TX 3-673-901
Simmons truckload sale	Textual Works	TX 4-752-706
Beautyrest by Simmons	Textual Works	TX 189-653